City Council

Agenda

Tuesday, September 1, 2026
Council Chambers
749 Main Street
6:00 PM

Members of the public are welcome to attend and give comments remotely. However, the in-person meeting may continue even if technology issues prevent remote participation.

- You can call in to +1 719 359 4580 or 877 853 5247 (toll free)
  Webinar ID #876 9127 0986.
- You can log in via your computer. Please visit the City's website to link to the meeting.

City Council considers written and oral comments equally. Email comments to the Council received after the packet is posted online and before 3pm the day of the meeting will be included in the Council addendum and provided to each Council member prior to the meeting. If you prefer to address Council in person, you may attend the meeting either in person or virtually.

1. **Call to Order & Roll Call**

2. **Pledge of Allegiance**

3. **Approval of Agenda**

4. **Public Comments on Items Not on the Agenda and Items on the Consent Agenda**

   Public comments are limited to 3 minutes per speaker. When several people wish to speak on the same position on a given item, a spokesperson may be used to state that position.

5. **Consent Agenda**

   The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and voice vote unless the Mayor or a City Council person specifically requests an item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

   A. Approval of Minutes

B. Resolution No. 78, Series 2026 — A Resolution Adopting an Updated Policy Regarding Payments for Cleanup and/or Restoration Expenses Resulting from Sewer Backups or Water Meter Failures

C. Resolution No. 79, Series 2026 — Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2026, for the City of Louisville, Colorado

D. Resolution No. 80, Series 2026 — A Resolution Approving Three Quotes from Tyler Energov for Conversion Services in an Amount Not to Exceed $58,500

E. Resolution No. 81, Series 2026 — A Resolution Approving a Five-Year Quote from CDWG to Provide VMWare for Primary Server Infrastructure Services in a Total Amount Not to Exceed $240,839

F. Resolution No. 82, Series 2026 — A Resolution Approving a Purchase Contract to Buy and Sell Real Estate at 1501 Empire Road and the easterly portion of 1303 Empire Road

6. Council Informational Comments and Committee Reports

7. City Manager's Report

8. Regular Business

A. City Manager's Initial Budget Presentation
One round of public comment will be taken for this item.

B. 2026 Council Work Plan Update and 2027 Work Plan Discussion
One round of public comment will be taken for this item.

C. Resolution No. 72, Series 2026 - A Resolution Approving the Centennial 8 Replat B to Facilitate a Minor Subdivision to Combine 1006 Honeysuckle Lane and 1008 Honeysuckle Lane
This will be the only reading of this item and final action may be taken. There will be one round of public comment.

9. City Attorney's Report

10. Upcoming Agenda Items and Identification of Future Agenda Items

11. Adjourn

Upcoming Agenda Items
09/15/2026 Meeting

This list is not inclusive; items are subject to change; additional items may be added.

- Award Development Code Update Contract
- Housing Strategic Framework
- Results from Marshall Fire Remembrance Survey
- ChargeAhead Grant
- Microsoft Renewal Agreement
- City Manager's Contract

Resident Information

If you wish to speak at the City Council meeting in person, please fill out a sign-up card and present it to the City Clerk at the meeting. If you are attending remotely, please use the “raise hand” icon to show you wish to speak in the appropriate public comments section.

Persons planning to attend the meeting who need sign language interpretation, translation services, assisted listening systems, Braille, taped material, or other accommodation should email the City Clerk’s Office or call 303.335.4574

A 2 business day notice is requested.

Si requiere una copia en español de esta publicación o necesita un intérprete durante la reunión del Consejo, por favor llame a la Ciudad al 303.335.4574 o email

City Council

Meeting Minutes

Tuesday, August 11, 2026
Special Meeting
Council Chambers
749 Main Street
6:00 PM

1. Call to Order & Roll Call

Mayor Leh called the meeting to order at 6:00 PM with the following members present:
Mayor Christopher Leh
Mayor Pro Tem Barbara Hamlington
Council member Caleb Dickinson
Council member Deb Fahey
Council member Dietrich Hoefner
Council member Josh Cooperman
Council member Judi Kern

Staff members present:
Diana Langley, City Manager
Samma Fox, Deputy City Manager
Hannah Miller, Sustainability Manager
Ryder Bailey, Finance Director
James Franks, Deputy Finance Director
Mahyar Mansurabadi, Finance Analyst
Rob Zuccaro, Community Development Director
Paulina Bennett, Information Technology Director
Adam Blackmore, Parks, Open Space and Recreation Director
Brandi Cummings, Cultural Services Director
Kurt Kowar, Public Works Director
Rafael Gutierrez, Louisville Police Chief
Genny Kline, City Clerk
Maili-Lai Rael, City Clerk Analyst

2. Pledge of Allegiance

3. Regular Business

A. Joint Meeting with Sustainability Advisory Board

The following members of the Sustainability Advisory Board were present:
Allison Kay, Chair
Alex Bentz
Tiffany Boyd
Nisa Bardley
Elized Greene
Aubrey Suber

The board gave a presentation on sustainability definitions, public views on climate change, funding opportunities, water, building codes, and questions for Council.

Council Questions — None

Public Comment

- John Cowley
- Kevin Lombardo
- Don Parcher

Council and the Sustainability Advisory Board discussed mitigation impacts; a sustainability tax; collaboration between advisory boards; the importance of sustainability efforts; long-term funding; partnership with Xcel Energy; impact fees; renewable energy; learning what other municipalities are doing to make changes; grant funding; collaboration with other communities; and sustainable landscaping.

Council took a short break

B. Budget Retreat Follow-Up Capital Improvement Plan and Service Level Reductions, Alignments, and Efficiencies.

Mayor Leh Introduced the item

Director Bailey gave the budget presentation.

Deputy City Manager Fox gave a service level reductions update.

Council discussion included the loss of programs with service level reductions

and if the public will feel the loss of the programs; additional work on reductions and to make sure there is follow-through; possible board and commission changes; the utility billing insert; outreach to residents; the level of reductions requested; elimination of public and staff programs; special events; the decarbonization program; unfunded projects; and redirecting funds from the paving program.

C. Upcoming Agenda Items & Identification of New Ones — August 12, 2026 to December 31, 2026

Mayor Leh introduced the item

City Manager Langley gave the report, noting the items that are still to be scheduled.

Discussion items included Polk/Dahlia striping; the Housing Strategic Framework; e-bikes; and the update to the Model Traffic Code.

4. Adjourn

Mayor Pro Tem Hamlington moved to adjourn; seconded by Council member Fahey.

Aye: Judi Kern, Deb Fahey, Christopher Leh, Barbara Hamlington, Dietrich Hoefner, Caleb Dickinson, Josh Cooperman
Nay: None
Absent: None

The meeting adjourned at 9:37 p.m.

_____
Christopher M. Leh, Mayor

Attest:

_____
Genny Kline, City Clerk

City Council

Meeting Minutes

Tuesday, August 4, 2026
Council Chambers
749 Main Street
6:00 PM

1. Call to Order & Roll Call

Mayor Leh called the meeting to order at 6:00 PM with the following members present:
Mayor Christopher Leh
Mayor Pro Tem Barbara Hamlington
Council member Caleb Dickinson
Council member Deb Fahey
Council member Dietrich Hoefner (attended virtually)
Council member Josh Cooperman (attended virtually)
Council member Judi Kern

Staff members present:
Diana Langley, City Manager
Samma Fox, Deputy City Manager
Matt Post, Planner III
Jeff Hirt, Planning Manager
Jess Daniels, Senior Planner
Rob Zuccaro, Community Development Director
Kathleen Kelly, City Attorney
Genny Kline, City Clerk
Maili-Lai Rael, City Clerk Analyst

2. Pledge of Allegiance

3. Approval of Agenda

Mayor Leh moved to amend the agenda to hear item 8C to before item 8A; seconded by Council member Hoefner.

Aye: Caleb Dickinson, Judi Kern, Josh Cooperman, Deb Fahey, Barbara Hamlington, Dietrich Hoefner, Christopher Leh
Nay: None
Absent: None

4. Public Comments on Items Not on the Agenda and Items on the Consent Agenda

- Andy Johnson - August 1 Lucky Pie Criterium

5. Consent Agenda

A. Resolution No. 69, Series 2026 — A Resolution Approving an Agreement with Heritage Landscape Supply Group for Irrigation Controller Replacement Services

B. Resolution No. 70, Series 2026 — A Resolution Authorizing the Purchase of Replacement Cameras and Video Management Servers from Dell Technologies in an Amount Not to Exceed $92,500

C. Resolution No. 71, Series 2026 — A Resolution Declaring the Intent of the City Council of the City of Louisville, Colorado to Issue Multifamily Housing Revenue Bonds and Authorizing Carryforward Allocation

D. Fire Smart Louisville Proposal

Council member Kern moved to approve the Consent Agenda; seconded by Council member Dickinson.

Aye: Deb Fahey, Josh Cooperman, Christopher Leh, Barbara Hamlington, Judi Kern, Dietrich Hoefner, Caleb Dickinson
Nay: None
Absent: None

6. Council Informational Comments and Committee Reports

Council member Kern reminded everyone that this coming Friday is the last Street Faire of the season.

Mayor Pro Tem Hamlington thanked staff for the Movie on Main last week.

Mayor Leh noted that tonight is National Night Out, the 20th anniversary of the library, and the Lucky Pie / Sonic Boom Criterium.

7. City Manager's Report

City Manager Langley mentioned Colorado Day at the Museum the previous Saturday; the Library will be hosting an Open House on Friday from 12:00 PM to 2:00 PM; the upcoming Labor Day Parade is also the museum's 40th birthday; Marshall Fire refunds letters will be mailed this week and voluntary restrictions on water conservation are in effect

8. Regular Business

C. Resolution No. 72, Series 2026 - A Resolution Approving the Centennial 8 Replat B to Facilitate a Minor Subdivision to Combine 1006 Honeysuckle Lane and 1008 Honeysuckle Lane

Mayor Leh opened the Public Hearing and moved to continue the public hearing to Tuesday, September 1, 2026 at 6:00 p.m.; seconded by Council member Kern.

Aye: Caleb Dickinson, Dietrich Hoefner, Judi Kern, Deb Fahey, Josh Cooperman, Christopher Leh, Barbara Hamlington
Nay: None
Absent: None

A. Resolution No. 66, Series 2026 — A Resolution Approving a Final Planned Unit Development (PUD), A Special Review Use (SRU) to Allow a Helicopter Pad, and An Associated Development Agreement for the Development of a 371,600 Square-Foot Hospital Building and a 62,000 Square-Foot Medical Building on Approximately 39.9 Acres Located at 900 Rockcress Drive - Continued from July 21, 2026

Mayor Leh reminded everyone the public hearing was still open from the July 21, 2026 meeting.

Senior Planner Matt Post provided the staff report.

Council asked questions regarding the changes to the landscape proposal related to trees; the location of the helipad; if the helipad eliminated any of the green space required by code; parking lots and sidewalks; bicycle circulation, parking and access to bike lanes and trails; public transit to the site; and if a referral made to Front Range Passenger Rail

Johnathan Erickson CFO of AdventHealth shared a statement. Afsaneh Makooi with Smith Group and Valerie Wilkins with Adams Management provided the applicant's presentation.

Council questions to the applicant included accessibility; the future hospital expansion and office building expansion; are there backup systems in case the power goes out; will the helicopter "live" at the hospital; number of flights a year estimate; will there be a transition from the inside to the outside indoor/outdoor element; and public access;

Public Comment - None

Council had a brief discussion.

Council member Hoefner moved to approve Resolution No. 66, Series 2026; seconded by Council member Kern.

Aye: Josh Cooperman, Caleb Dickinson, Judi Kern, Christopher Leh, Barbara Hamlington, Dietrich Hoefner, Deb Fahey
Nay: None
Absent: None

B. Ordinance No. 1935, Series 2026 — An Ordinance Approving a Centennial Valley General Development Plan Amendment for Lot A of the Centennial Valley Business Park Filing No. 8 Final Plat — 2nd Reading, Public Hearing (advertised City of Louisville Website 07/21/2026)

Mayor Leh introduced the item and opened the public hearing.

Planning Manager Hirt provided the staff report.

There were no questions from Council members.

Public Comment - none

Council offered brief comments.

Public Comment - none

Council member Kern moved to approve Ordinance No. 1935, Series 2026; seconded by Council member Fahey.

Aye: Judi Kern, Deb Fahey, Caleb Dickinson, Josh Cooperman, Dietrich Hoefner, Barbara Hamlington, Christopher Leh
Nay: None
Absent: None

D. Resolution No. 73, Series 2026 — A Resolution Designating the Residence Located at 1101 Main Street a Historic Landmark to be Named the Caranci House and Awarding a Landmark Grant Incentive

Mayor Leh introduced the item.

Planner Daniels gave the staff report.

There were no Council questions.

Public Comment:

- Andy Johnson

There was no Council discussion.

Council member Dickinson moved to approve Resolution No. 73, Series 2026; seconded by Council member Kern.

Aye: Barbara Hamlington, Caleb Dickinson, Christopher Leh, Judi Kern, Josh Cooperman, Deb Fahey, Dietrich Hoefner
Nay: None
Absent: None

E. Resolution No. 74, Series 2026 — A Resolution Approving a Focused Preservation and Restoration Grant and an Extraordinary Circumstances Grant for the James House Located at 700 Pine Street

Mayor Leh introduced the item.

Planner Daniels gave the staff report.

Council questions included the intended use of the property and building permit timing.

Public Comment

- Joe Rangle
- Aaron Voglesberg - property owner

Council had a brief discussion.

Mayor Pro Tem Hamlington moved to approve Resolution No. 74, Series 2026; seconded by Council member Fahey.

Aye: Caleb Dickinson, Christopher Leh, Judi Kern, Josh Cooperman, Barbara Hamlington, Deb Fahey, Dietrich Hoefner
Nay: None
Absent: None

9. City Attorney's Report

City Attorney Kelly had no report.

10. Upcoming Agenda Items and Identification of Future Agenda Items

None

11. Adjourn

Council member Kern moved to adjourn; seconded by Mayor Pro Tem Hamlington.

Aye: Barbara Hamlington, Caleb Dickinson, Christopher Leh, Judi Kern, Josh Cooperman, Deb Fahey, Dietrich Hoefner
Nay: None
Absent: None

The meeting adjourned at 8:05 p.m.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City Council

Meeting Minutes

Tuesday, July 28, 2026
Council Chambers
749 Main Street
6:00 PM

1. Call to Order & Roll Call

Mayor Leh called the meeting to order at 6:00 PM with the following members present:

Mayor Christopher Leh
Mayor Pro Tem Barbara Hamlington
Council member Caleb Dickinson
Council member Deb Fahey
Council member Dietrich Hoefner
Council member Josh Cooperman
Council member Judi Kern

Staff members present:
Diana Langley, City Manager
Samma Fox, Deputy City Manager
Jeff Hirt, Planning Manager
Kathleen Kelly, City Attorney
Genny Kline, City Clerk

2. Pledge of Allegiance

3. Approval of Agenda

Council member Kern moved to approve the agenda; seconded by Council member Fahey.

Aye: Judi Kern, Barbara Hamlington, Dietrich Hoefner, Josh Cooperman, Caleb Dickinson, Christopher Leh, Deb Fahey
Nay: None
Absent: None

4. Public Comments on Items Not on the Agenda and Items on the Consent Agenda

There were no public comments.

5. Consent Agenda

A. Approval of Minutes

B. Resolution No. 67, Series 2026 — A Resolution Approving a Construction Contract with Zoulek LLC for the 2026 Water Main Replacement Project

C. Resolution No. 68, Series 2026 — A Resolution Approving a Construction Contract with Loenbro, LLC for a new Library Lighting Building Automation System

Council member Hoefner moved to approve the Consent Agenda; seconded by Mayor Pro Tem Hamlington.

Aye: Christopher Leh, Barbara Hamlington, Caleb Dickinson, Deb Fahey, Dietrich Hoefner, Josh Cooperman, Judi Kern
Nay: None
Absent: None

6. Council Informational Comments and Committee Reports

Council had no comments or reports.

7. City Manager's Report

The City Manager had nothing to report.

8. Regular Business

A. Ordinance No. 1936, Series 2026 — An Ordinance Amending Title 17 of the Louisville Municipal Code Regarding Inclusionary Housing - 1st Reading, Set Public Hearing

Mayor Leh introduced the item and asked for the staff report.

Manager Hirt gave the staff report.

Council asked questions about the downtown core and the old town overlay; the boundary of downtown Louisville; parking requirements; the current code AMI requirements vs. proposed AMI and averaging; granting an extra story or 15 feet; codifying an accelerated timeline for review if the project includes affordable housing; fee calculation on the rental units; the like-for-like requirements; appropriate heights and density for different areas of the city; clarifying that this incentivizes onsite building instead of fee-in-lieu; an inclusionary project vs. an affordable project; similar options/incentives for purchase units; sufficiency of the density bonus; current percentage of affordable housing vs. goals; need for those at below 50% AMI; likelihood of development; expedited review; and peer community review.

Council member Hoefner moved to approve Ordinance No. 1936, Series 2026, as revised, and set the public hearing for Tuesday, August 18, 2026 at 6:00 p.m.; seconded by Council member Fahey.

Aye: Caleb Dickinson, Christopher Leh, Dietrich Hoefner, Deb Fahey, Josh Cooperman, Barbara Hamlington
Nay: Judi Kern
Absent: None

9. Executive Session - Personnel Matter

Performance Review of Officials Appointed by the City Council — Louisville Charter, Section 5-2(b) and C.R.S. 24-6-402(4)(f) - The Mayor is Requesting the City Council Convene an Executive Session for the Purpose of Discussion of the Annual Performance Evaluations of the City Manager and the City Attorney.

Mayor Leh introduced the item for the purpose of discussing the annual performance evaluations of the City Manager and the City Attorney.

Clerk Kline read the statement required by City Code.

City Attorney Kelly stated the authority for the Executive Session.

Mayor Leh moved to go into Executive Session; seconded by Council member Kern.

Aye: Caleb Dickinson, Josh Cooperman, Barbara Hamlington, Christopher Leh, Judi Kern, Deb Fahey, Dietrich Hoefner
Nay: None
Absent: None

Council went into Executive Session at 6:57 p.m.

Council returned to the regular meeting at 8:37 p.m.

10. Executive Session Report - Discussion / Direction / Action

Mayor Leh stated Council met to discuss the evaluations of the City Manager and City Attorney, and they were very positive from staff and Council members.

City Attorney Kelly made a statement.

Mayor Leh moved to instruct Heidi Brinkman to be the person to provide additional information to the City Manager and the City Attorney regarding their evaluations; seconded by Council member Hoefner.

Aye: Caleb Dickinson, Josh Cooperman, Barbara Hamlington, Deb Fahey, Dietrich Hoefner, Christopher Leh, Judi Kern
Nay: None
Absent: None

11. City Attorney’s Report

City Attorney Kelly had no report.

12. Upcoming Agenda Items and Identification of Future Agenda Items

Council member Hoefner wanted to make sure that the City Manager's Contract was included as a future agenda item.
Mayor Leh mentioned items that may not be coming back as part of the

Inclusionary Housing Ordinance discussion. City Manager Langley stated she wanted to discuss the item with Director Zuccaro.

13. Adjourn

Council member Kern moved to adjourn; seconded by Council member Hoefner.

Aye: Josh Cooperman, Judi Kern, Christopher Leh, Dietrich Hoefner, Deb Fahey, Caleb Dickinson, Barbara Hamlington
Nay: None
Absent: None

The meeting adjourned at 8:43 p.m.

_____
Christopher M. Leh, Mayor

_____
Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.B.

Subject: Resolution No. 78, Series 2026 — A Resolution Adopting an Updated Policy Regarding Payments for Cleanup and/or Restoration Expenses Resulting from Sewer Backups or Water Meter Failures

Date: September 1, 2026

Prepared By: Mindy Olkjer, Executive Assistant
Samma Fox, Deputy City Manager

Presented By: Samma Fox, Deputy City Manager
Diana Langley, City Manager

Summary:
In an effort to maintain positive customer relations the City adopted a policy in 1997, then amended that policy in 2004 to provide for reimbursement of up to $3,500, then amended that policy in 2008 to increase the reimbursement of up to $7,500 for cleanup costs that a residential property owner incurs if the City determines that a sewer backup occurred as a result of a blockage in a City sewer main.

The City's current policy, Resolution No. 22 Series 2008, provides for reimbursements for residential customers only and does not include the requirement that customers submit an insurance claim as a precursor to eligibility for City reimbursements. Staff is seeking adoption of the attached resolution, which would expand the policy to apply to non-residential customers as well as require the property owner to submit an insurance claim before pursuing reimbursement from the City. Additionally, the updated policy would give the City Manager and Risk Management Specialist authority to determine the amount of funding to be paid to the impacted customer.

Background / Prior Discussions:
Any blockages or problems in the property owner's sewer service line are the responsibility of the property owner. Periodically, and in spite of the City's ongoing maintenance and repair activities, an obstruction or other blockage in a City-owned sewer main causes a backup of sewage in the City sewer main into service lines and into residences, businesses, and other properties. Further, City-owned water meters unexpectedly fail on occasion. Flooding can be a concern for potential property damage from a failed meter since many meters are located in areas of the home that are not regularly frequented. A leak could potentially go unnoticed for an extended period and result in significant water damage. The cases we have experienced, however, are reading and accuracy issues as well as flow restrictions. Flow restrictions may not cause direct water damage, but they can still have significant impacts, particularly for commercial customers that rely on adequate water flow for their operations or

processes.

Although the City may have no legal liability for damages in such situations, the costs for cleanup and restoration can be substantial. The City's current policy established by Resolution No. 22 Series 2008, provides for reimbursement of up to $7,500 for residential customers only and does not include the requirement that customers submit an insurance claim as a precursor to eligibility for City reimbursements.

Development Proposal:
NA

Analysis:
Staff is proposing the following changes to the policy:

- Expand the policy to apply to non-residential customers; with close to 900 businesses located in Louisville, there is potential for sewer backups to occur that would impact commercial customers.
- Require the property owner to submit an insurance claim before pursuing reimbursement from the City.
- Provide discretion to the City's Risk Manager/Specialist, subject to approval by the City Manager or their designee, to determine the appropriate amount of reimbursement recommended up to a maximum amount of $7,500. The current policy outlines that the amount of reimbursement made to a property owner shall be recommended by the City's insurance claims adjustor. In the majority of cases, however, submitting a claim to the City's insurance carrier is not feasible.

Council Work Plan:
NA

Fiscal Impact:
Authorizing the Risk Manager/Specialist to recommend reimbursement amounts has the potential to lower the overall annual reimbursements paid out. Specifically, the requirement that property owners pursue a claim with their insurance company, in most cases, will generate insurance payouts to property owners, offsetting dollar-for-dollar the reimbursement amount the City would pay out per event.

From 2007 through 2025, there were an average of three sewer backups and twenty-three water meter failures per year in Louisville. The water and sewer systems are operated as enterprise funds, with all costs associated with the system recouped through fees and charges. Reimbursement costs will be included as an operational line item(s) within water and/or sewer accounts. These operating expenses will be included in the next annual rate adjustment scheduled for implementation May 1, 2027. In the last five years (2021-2025), the City has issued an average of $4,117.11 in reimbursements. Note that no funds have been issued for 2026 to date.

Consideration of impacts to both residential and commercial water and sewer rates are as follows based on an average of 3 full reimbursements per year:

The charge for residential sewer service is currently $53.40 per month. If the City increased rates on residential users to cover the cost of one $7,500 reimbursement annually, it would add 9 to 10 cents to the average residential monthly fee. If we average 3 full reimbursements per year it would be necessary to increase rates by 27 to 30 cents per month (or about 0.5% to 0.6%) per single family residential account.

The charge for residential water service is currently $55.39 per month. If the City increased rates on residential users to cover the cost of one $7,500 reimbursement annually, it would add 9 to 10 cents to the average residential monthly fee. If we average 3 full reimbursements per year it would be necessary to increase rates by 27 to 30 cents per month (or about 0.5% to 0.6%) per single family residential account.

The charge for non-residential (representative commercial) sewer service is currently $139.51 per month. If the City increased rates on non-residential users to cover the cost of one $7,500 reimbursement annually, it would add $1.50 to $1.60 to the average non-residential monthly fee. If we average 3 full reimbursements per year it would be necessary to increase rates by $4.50 to $4.80 cents per month (or about 3.2% to 3.4%) per non-residential account.

The charge for non-residential (representative commercial) water service is currently $100.47 per month. If the City increased rates on non-residential users to cover the cost of one $7,500 reimbursement annually, it would add $1.50 to $1.60 to the average non-residential monthly fee. If we average 3 full reimbursements per year it would be necessary to increase rates by $4.50 to $4.80 cents per month (or about 4.4% to 4.8%) per non-residential account.

Alternatives:

1. Amend the proposed updated policy with the following options:
    a. Modify the maximum reimbursement amount.
    b. Do not expand the policy to cover non-residential customers.
    c. Do not require that the property owner submit a claim to their insurance first.

2. Do not approve an updated policy.

Recommendation:
Staff recommends approval of Resolution No. 78 Series 2026.

Attachments:

1. Resolution No. 78, Series 2026

RESOLUTION NO. 78
SERIES 2026

A RESOLUTION ADOPTING AN UPDATED POLICY REGARDING PAYMENTS FOR CLEANUP AND/OR RESTORATION EXPENSES RESULTING FROM SEWER BACKUPS OR WATER METER FAILURES

WHEREAS, the City is responsible for the repair and maintenance of sanitary sewer mains and City-installed water meters; and

WHEREAS, in spite of the City's ongoing maintenance and repair activities, from 2007 through 2025, there were an average of three sewer backups and twenty-three water meter failures per year in Louisville; and

WHEREAS, even though a backup may occur in a City sewer main or a failure may occur with a City-installed water meter, the City typically does not have legal liability for damages caused by a backup or meter failure; and

WHEREAS, the City's utility customers do not always carry the necessary insurance coverage for damage caused by a sewer backup or water meter failure; and

WHEREAS, customer relations would be enhanced by the payment of at least some of the expense that may be incurred by customers who experience a City sewer main backup or water meter failure; and

WHEREAS, the City adopted Resolution No. 22, Series 2008 on May 20, 2008, which allows the City to reimburse residents up to $7,500 for cleanup and restoration expenses resulting from sewer backups or water meter failures; and

WHEREAS, the City Council has reviewed its policy and wishes to update the policy to clarify that reimbursements may be made to both residential and non-residential utility customers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City hereby adopts the following policy which provides for payments for cleanup and restoration costs resulting from a sewer line backup or water meter failure:

POLICY REGARDING CITY PAYMENTS FOR CLEANUP AND/OR RESTORATION EXPENSES RESULTING FROM SEWER BACKUPS OR WATER METER FAILURES

I. Introduction. Periodically, and in spite of the City's ongoing maintenance and repair activities, an obstruction or other blockage in a City-owned sewer main causes a backup of sewage in the City sewer main into service lines and into residences, businesses, and other properties. Further, City-owned water meters unexpectedly fail on occasion. Although the City may have no legal liability for damages in such situations, the costs for cleanup and restoration can be substantial. In an effort to maintain positive customer relations if a backup or water meter failure occurs, the City may pay for the cleanup and restoration required by a sewage backup that may have been caused by blockage of the sewer main or by a water meter failure. The total cost to the City for the cleanup services and restoration of the property to a condition comparable to what existed before the event may not exceed $7,500 per occurrence.

II. Guidelines. The following guidelines shall be used in determining the circumstances under which such payment may be made:

1. Payment under this Policy is intended for those situations where the City has no legal liability to pay for the damages caused by a backup in the main sewer line or the failure of a City-installed water meter. In those cases where the City's claim adjustor finds that the backup or meter failure was caused as a result of City negligence, the claim will be adjusted appropriately without payment under this Policy.

2. Payments for costs of cleanup and/or restoration may be made to the property owners of residential and non-residential properties and only in those circumstances where a water meter fails unexpectedly or the backup occurs in the sewer main and not when a meter fails as a result of accident, misuse or neglect by the property owner or occupant, or when the backup is caused by an obstruction in the property owner's service line. No payments shall be made if the City determines the backup or meter failure was the result of negligence, accident or intentional conduct on the part of any contractor or the owner or occupant of the affected property. In situations where a tenant or occupant is legally responsible for cleanup and/or restoration costs, payments may be made to the tenant or occupant in lieu of the property owner.

3. The Public Works employee responding to the sewer backup or meter failure complaint will make the determination of whether water damage occurred as a result of a meter failure or some other cause or whether the backup occurred in the City sewer main or whether the backup occurred as a result of a blockage in the property owner's service line.

4. If the property owner or occupant has property insurance in place, they shall first submit a claim for the cleanup and restoration costs to their insurance provider. The City will pay for only those costs that are not covered by insurance and subject to the limits in this Policy. If the property owner or occupant does not have any property insurance, the City may pay for all cleanup and restoration costs, subject to the limits in this Policy.

5. The amount of payment made to the property owner or occupant shall be recommended by the City's Risk Manager/Specialist, subject to approval by the City Manager or their designee, but shall not exceed $7,500 per occurrence. The property owner, homeowner and occupant(s) as appropriate will be required to release the City from any further obligations arising out of the sewer backup prior to receiving these funds.

6. Any payments made by an insurance company or any other third party will reduce, on a dollar-for-dollar basis, any compensation paid under this Policy. Proper documentation of costs incurred and of any insurance coverages or insurance payments received, is a condition of City funding under this Policy.

7. The City does not admit, acknowledge, assume or agree to responsibility or liability whatsoever as a result of a sewer main backup or water meter failure by virtue of its payments under this Policy.

8. The costs associated with the cleanup and/or restoration of the impacted properties and payments made under this program shall be charged to the City's appropriate Utility Fund.

III. Administration. The City's Risk Manager/Specialist shall be the main contact for request for payment under this program. Questions on payments for damages and process for filing claims should be directed to this office.

Section 2. The City Risk Manager/Specialist and City Manager's Office are authorized to promulgate such additional forms, claims, procedures, policies, rules and regulations as are necessary to implement this Policy.

Section 3. Nothing in this Resolution or the Policy shall be construed to create any liability, or to waive any of the limitations, rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the City, its officers, employees or agents.

Section 4. The effective date of this Policy shall be the date City Council adopts this Resolution, and any documented claims received after that date shall be paid pursuant to this Policy.

PASSED and ADOPTED this ____ day of _____, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.C.

Subject: Resolution No. 79, Series 2026 — Resolution Establishing Refuse, Recyclables and Compostables Collection and Disposal Fees Effective September 1, 2026, for the City of Louisville, Colorado

Date: September 1, 2026

Prepared By: Kurt Kowar, Director

Presented By: Kurt Kowar, Director

Summary:
Staff recommends City Council adopt Resolution No. 79, Series 2026, establishing refuse, recyclables and compostables collection and disposal rates effective September 1, 2026. The resolution applies the 4.84% annual Consumer Price Index adjustment provided for in the City's contract with Republic Services and holds the electric vehicle premium, the City administrative fee, and the hazardous materials facility fee unchanged.
The resolution also corrects the structure of the City's rate schedule so that it prices every 30-gallon increment of trash service the same way and matches the rates residents are billed. Through the process of preparing the 2026 resolution it was discovered that the 2025 adopted resolution had an error in extrapolating costs from 35 to 65 and 65 to 95 gallons. Despite this error, actual billing of residents happened correctly and no residents were charge incorrectly.

Rates for the coming contract year:

Refuse with Recycling & Compost Included	**Sept 1, 2025**	**Sept 1, 2026**	**Change**
Base trash collection charge, per 30-gallon increment	**$15.93**	**$16.70**	**+$0.77**
Electric vehicle premium, once per account	$4.96	$4.96	$0.00
35 Gallon (1 increment + electric vehicle premium)	$20.89	$21.66	+$0.77
65 Gallon (2 increments + electric vehicle premium)	—	$38.36	—
95 Gallon (3 increments + electric vehicle premium)	—	$55.06	—
Extra Refuse Bin per 30-gallon	$15.93	$16.70	+$0.77

increment			
Extra Recycle Bin per 30-gallon increment	$3.67	$3.85	+$0.18
Extra Compost Bin per 30-gallon increment	$3.67	$3.85	+$0.18
32-Gallon Prepaid Sticker	$4.00	$4.20	+$0.20
Drive-In Service	$11.01	$11.54	+$0.53
Cart Roll-Out Service	$11.01	$11.54	+$0.53
Cart Change Fee (up to 3 free per year)	$17.82	$18.68	+$0.86
City administrative fee	$2.35	$2.35	$0.00
Hazardous materials facility fee	$0.70	$0.70	$0.00
Minimum monthly charge, non-users	**$23.24**	**$24.01**	**+$0.77**

The 65-gallon and 95-gallon lines show no prior-year comparison because the 2025 schedule priced them on a different basis. See Analysis.

Effect on the monthly bill, including the $2.35 administrative fee:

Service level	Accounts	Billed now	Sept 1, 2026	Change	Per year
35 Gallon	2,632	$23.24	$24.01	+$0.77 +3.31%	+$9.24
65 Gallon	2,120	$39.18	$40.71	+$1.53 +3.91%	+$18.36
95 Gallon	711	$55.11	$57.41	+$2.30 +4.17%	+$27.60

The hazardous materials facility fee of $0.70 per month is billed with City water service and is not included above.

Background / Prior Discussions:

Louisville has provided contracted single-hauler curbside refuse, recycling, and compost collection since September 2009. On June 18, 2024, City Council awarded the current five-year, annually renewable contract to Republic Services on the consent agenda; the vote was all in favor. The award is documented in the June 18, 2024 City Council agenda and packet (consent agenda item 4.E) and the action is recorded in the minutes of that meeting (item 4.F).
The contract provides for an annual price adjustment effective on the anniversary of the commencement date, based on the percentage change in the Consumer Price Index for All Urban Consumers: Water, Sewer and Trash collection services, applied consistently to the same measurement period each year.

Effective April 1, 2025, Louisville's electric vehicle premium was reduced from $1.31 to $1.21 per truck per month — lowering the total per-home premium from $5.36 to $4.96 — after the Town of Superior contracted for collection using Louisville's electric vehicles on days those trucks are not in

service here. That reduction was secured through capacity-sharing terms the City negotiated during contract discussions and has now held for a full contract year.

On August 19, 2025, City Council adopted Resolution No. 59, Series 2025 on the consent agenda as item 7.D, establishing the rates now in effect. The resolution passed seven to nothing with no members absent. The staff report appears at pages 109 through 111 of the August 19, 2025 agenda packet and the resolution at pages 112 through 114; the vote is recorded in the minutes of that meeting.

No board or commission recommendation is required for this item.

Development Proposal:

N/A. This is not a land use item.

Analysis:

The annual adjustment.

The City calculates the adjustment as the rolling 12-month average of monthly year-over-year changes in the index, measured through May, rounded to two decimal places before it is applied. That is the same method and the same measurement window the City used for the 2025 adjustment, where it returned 4.83%. Applied to the window ending May 2026 it returns 4.84%, which is the figure in the attached resolution.

One data note: the Bureau of Labor Statistics did not publish an October 2025 index because of the federal government shutdown. The City treats an unpublished month as absent and averages the observations that exist rather than imputing a value, so this year's window averages eleven months rather than twelve.

The derivation is shown below. Each month's index is compared with the same month a year earlier, and the eleven available changes in the 12-month window ending May 2026 are averaged.

Month	Index	Index 12 months earlier	Year-over-year change
June 2025	316.851	300.652	5.39%
July 2025	318.244	302.106	5.34%
August 2025	319.403	303.311	5.31%
September 2025	319.867	305.117	4.83%
October 2025	not published	306.336	not available
November 2025	321.363	308.015	4.33%
December 2025	322.728	308.234	4.70%
January 2026	324.919	310.239	4.73%
February 2026	327.181	313.344	4.42%
March 2026	328.792	313.925	4.74%
April 2026	329.651	314.820	4.71%
May 2026	330.420	315.585	4.70%
Average of the 11 published monthly changes			**4.8364%**
Adjustment applied, rounded to two decimals			**4.84%**

Index: Consumer Price Index for All Urban Consumers, water, sewer and trash collection services, U.S.

city average (series CUSR0000SEHG), U.S. Bureau of Labor Statistics. Applied to the window ending May 2025, the identical method returns 4.8267%, which rounds to the 4.83% Council adopted in 2025 — the control that confirms the method has not changed.

The adjustment is applied only to the charges Republic Services bills the City:

Charge	2025–26	× 1.0484	2026–27
Base trash collection charge, one 30-gallon increment	$15.93	16.7005	$16.70
Recycling or compost, per 30-gallon increment	$3.67	3.8476	$3.85
Drive-in service and cart roll-out service	$11.01	11.5388	$11.54
Cart change fee, after three free per year	$17.82	18.6825	$18.68
32-gallon prepaid sticker, Republic cost	$3.93	4.1202	$4.12
Not escalated: electric vehicle premium $4.96, City administrative fee $2.35, hazardous materials facility fee $0.70			

The prepaid sticker is rounded up from the escalated cost of $4.12 to a $4.20 counter price, as in prior years. All other rates round half-up to the cent.

The adjustment applies to collection charges only. The electric vehicle premium is held at $4.96 per home per month, the City administrative fee at $2.35, and the hazardous materials facility fee at $0.70. Holding the electric vehicle premium flat saves Louisville households $2.88 each per year, about $15,600 across the community.

First correction: pricing every 30-gallon increment the same way.

The rate schedule adopted in 2025 contains two provisions that cannot both be right. It priced 35-gallon service at $20.89, 65-gallon at $41.78 and 95-gallon at $62.67 — two and three times the 35-gallon rate. Because the 35-gallon rate is the trash collection charge of $15.93 plus the electric vehicle premium of $4.96, each step up in container size carried a second and a third electric vehicle premium. The same schedule priced an additional 30-gallon refuse bin at $15.93, the trash collection charge alone.

The electric vehicle premium is a per-home charge. Each address is a single collection stop served by the same four trucks, and the premium is billed once per home regardless of container size.

The attached resolution prices the base trash collection charge of $16.70 as one 30-gallon increment, 65-gallon service as two increments and 95-gallon service as three, and applies the electric vehicle premium and the administrative fee once per account. Recycling and compost are priced per 30-gallon increment at $3.85. Every line of the schedule now prices the same capacity the same way, and the volume-based incentive is preserved through the trash charge, which still doubles and triples with container size.

Service level	2025–26 schedule	Built as	2026–27 schedule	Built as
35 Gallon	$20.89	1 × $15.93 + $4.96 premium	$21.66	1 × $16.70 + $4.96 premium
65 Gallon	$41.78	2 × ($15.93 + $4.96) — two premiums	$38.36	2 × $16.70 + $4.96 premium
95 Gallon	$62.67	3 × ($15.93 + $4.96) — three premiums	$55.06	3 × $16.70 + $4.96 premium
Extra refuse bin, per 30-gallon	$15.93	trash charge alone, no premium	$16.70	the same increment price

increment				

Rates above exclude the $2.35 City administrative fee. In the 2025 schedule the same 30 gallons of capacity carried two different prices — $20.89 inside the tier structure and $15.93 as an extra bin. The 2026 schedule prices that capacity at $16.70 wherever it appears and charges the electric vehicle premium once per account.

Second correction: aligning the adopted schedule with the rates billed.

Residents are billed $23.24, $39.18 and $55.11 per month for 35-, 65- and 95-gallon service, each including the $2.35 administrative fee. Those amounts are the collection charge plus one electric vehicle premium plus the administrative fee. They are not the amounts the 2025 schedule would produce for 65- and 95-gallon service, which are $44.13 and $65.02.

Billing has been following the corrected basis. The adopted schedule has not matched it. Adopting this resolution makes the City's rate schedule say what the City actually charges, which is the more consequential of the two corrections: it removes a discrepancy between an adopted fee schedule and the fees being collected.

Service level	2025–26 as adopted	2025–26 as billed	Difference	2026–27 adopted
35 Gallon	$23.24	$23.24	none	$24.01
65 Gallon	$44.13	$39.18	$4.95	$40.71
95 Gallon	$65.02	$55.11	$9.91	$57.41

Total monthly bill including the $2.35 City administrative fee. The differences of $4.95 and $9.91 are exactly one and two electric vehicle premiums — the amounts the 2025 schedule would have added but the City has not billed.

Because billing already follows this basis, the correction changes no resident's bill on its own. The increases shown in the Summary are the index adjustment alone.

Effect by container size.

Three different percentages describe this year's change, and they should not be confused with one another:

Line	2025–26	2026–27	Change	% change
Base trash collection charge, per 30-gallon increment	$15.93	$16.70	+$0.77	+4.83%
35 Gallon service rate, before the administrative fee	$20.89	$21.66	+$0.77	+3.69%
35 Gallon total monthly bill	$23.24	$24.01	+$0.77	+3.31%
65 Gallon total monthly bill	$39.18	$40.71	+$1.53	+3.91%
95 Gallon total monthly bill	$55.11	$57.41	+$2.30	+4.17%

The collection charge rises the full 4.83% after rounding to the cent. Each bill rises by less, because the electric vehicle premium and the administrative fee inside it are flat. The percentage rises with cart size because the escalating trash charge is a larger share of the larger bills.

Contract performance.

Republic's performance over the 2025–26 contract year is summarized in the attached year in review. All four Louisville collection vehicles have been battery-electric since June 2025, charged with 100% renewable energy; electric vehicle uptime averaged 89.6% against a 70% contract minimum and cleared the minimum in every reported month; diversion was 43.2% and the City landfilled 109 fewer tons than the prior year; and average speed of answer for customer calls never exceeded 41 seconds

against a two-minute contract standard.

One contract standard was not met. Call abandonment averaged 1.77% for the year against a standard of less than 1.00%, concentrated in December 2025 and June 2026. Staff maintains coordination with Republic as service issues arise any mitigating measures are necessary.

Council Work Plan:
N/A

Fiscal Impact:
Republic Services bills the City and the City bills the resident through pass through.

Alternatives:
The City has a contract with Republic Services that provides for annual cost increases according to the Water Sewer Index subset of the Consumer Price Index. The only alternative would be to not comply with the contract terms. This is not recommended.

Recommendation:
Adopt Resolution No. 79, Series 2026, establishing refuse, recyclables and compostables collection and disposal fees effective September 1, 2026.

Attachments:
1. Resolution No. 79, Series 2026

RESOLUTION NO. 79
SERIES 2026

A RESOLUTION ESTABLISHING REFUSE, RECYCLABLES AND COMPOSTABLES COLLECTION AND DISPOSAL FEES EFFECTIVE SEPTEMBER 1, 2026

WHEREAS, pursuant to the City of Louisville Home Rule Charter, the Louisville Municipal Code and state law, the City is authorized to fix, establish, impose, maintain and provide for the collection of rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City; and

WHEREAS, the current rates, fees and charges for such services were established by Resolution No. 59, Series 2025, adopted August 19, 2025 and effective September 1, 2025, in accordance with the terms of the residential solid waste collection contract approved by the City Council on June 18, 2024; and

WHEREAS, that contract provides for an annual adjustment of prices effective on the anniversary of the commencement date, based on the percentage change in the Consumer Price Index for All Urban Consumers: Water, Sewer and Trash collection services, and the adjustment for the contract year beginning September 1, 2026, calculated using the same methodology and the same measurement period the City applied to the adjustment effective September 1, 2025, is 4.84%; and

WHEREAS, the rate schedule adopted for the year beginning September 1, 2025 priced 65-gallon and 95-gallon service at two and three times a base rate that included the electric vehicle premium, while pricing an additional 30-gallon increment of refuse service at the trash collection charge alone; and

WHEREAS, the rates billed to residents were correct and did not include additional electric vehicle premiums, and by this resolution the City Council resolves the inconsistency in the rate schedule and conforms the adopted schedule to the rates billed by pricing each 30-gallon increment of refuse service at the base trash collection charge and by applying the electric vehicle premium once per account; and

WHEREAS, the City Council by this resolution revises the various rates, fees and charges for refuse, recyclables and compostables utility services furnished by the City, effective September 1, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. For refuse, recycling, and compost collection and disposal, the following rates, fees and charges shall apply and be charged effective September 1, 2026:

Container Size	Rate
35 Gallon	$21.66/month
65 Gallon	$38.36/month
95 Gallon	$55.06/month
Extra Refuse Bin per 30 Gallon Increment	$16.70/month
Extra Recycle Bin per 30 Gallon Increment	$3.85/month
Extra Compost Bin per 30 Gallon Increment	$3.85/month

The 35 Gallon rate consists of the base trash collection charge of $16.70 per 30-gallon increment plus the electric vehicle premium of $4.96. The 65 Gallon and 95 Gallon rates apply two and three 30-gallon increments of the base trash collection charge to that same single electric vehicle premium. The electric vehicle premium is charged once per account without regard to container size.

The rates set forth in this Section do not include the administrative fee established in Section 3 of this Resolution or the hazardous materials management facility fee established in Section 5 of this Resolution.

Each account subject to refuse collection and disposal service shall be entitled to recycling service and compost service at no additional charge up to a 95-gallon container. Upon having a 95-gallon container of refuse, recycle, or compost, additional charges based upon 30-gallon increments apply.

Section 2. For other services provided by the City, the following rates, fees and charges shall apply and be charged effective September 1, 2026:

Service	Fee
32 Gallon Prepaid Sticker	$4.20/each
End of Month Service Changes	No Charge
Mid Month Service Changes or Prorations	Included
Drive In Service	$11.54/month*
Cart Roll Out Service	$11.54/month*
First Large Item Pickup Per Quarter	No Charge**
Cart Change Fee (Up to 3 Free per year)	$18.68 each

*Any resident who needs this service due to a disability will receive this service at no charge.

**Excludes Freon-containing appliances and hazardous waste.

Section 3. A $2.35 per month administrative fee shall be added to each account subject to Ordinance No. 1545.

Section 4. Residences that do not use City service and that are not excluded from City service as set forth in Section 8.64.070 of the Louisville Municipal Code shall be charged a minimum monthly charge of $24.01, effective September 1, 2026.

Section 5. A 70 cent ($0.70) per month hazardous materials management facility fee shall be added to the bill for City water service for each dwelling unit and single family home in accordance with Section 6 of this Resolution for services and expenditures related to the Boulder County Hazardous Materials Management Facility intergovernmental agreement.

Section 6. Rates, fees and charges hereunder shall be billed in conjunction with the bill for City water service. For residences that do not have a water billing account, there shall be established an account for billings hereunder.

Section 7. Should it be necessary to set fees for special services not covered by the rates and fees established in Sections 1, 2 and 3, the Public Works Director is authorized to set such fees needed to cover the actual cost of providing such services.

Section 8. Resolution No. 59, Series 2025, establishing refuse, recyclables and compostables collection and disposal fees effective September 1, 2025, is hereby repealed effective September 1, 2026. Such repeal shall not release, extinguish, alter, modify, or change in whole or in part any penalty, forfeiture, or liability, either civil or criminal, which shall have been incurred under the provisions of such resolution, and such provisions shall be treated and held as still remaining in force for the purpose of sustaining any and all proper actions, suits, proceedings, and prosecutions for the enforcement of the penalty, forfeiture, or liability, as well as for the purpose of sustaining any judgment, decree, or order which can or may be rendered, entered, or made in such actions, suits, proceedings, or prosecutions.

PASSED AND ADOPTED this _____ day of _____, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.D.

Subject: Resolution No. 80, Series 2026 — A Resolution Approving Three Quotes from Tyler Energov for Conversion Services in an Amount Not to Exceed $58,500

Date: September 1, 2026

Prepared By: Paulina Bennett, IT Director
Rob Zuccaro, Director

Presented By: Paulina Bennett, IT Director

Summary:
Presented for Council consideration and approval are 3 quotes with Tyler Technologies to convert the City's Crystal Reports within the Tyler EnerGov Enterprise Permitting and Licensing system to SQL Server Reporting Services (SSRS).

Background / Prior Discussions:

The City utilizes Tyler EnerGov as its Enterprise Permitting and Licensing system. Crystal Reports are embedded throughout the application and provide 39 standardized, print-ready documents used by staff and customers throughout the permitting process. The Application had over 100 reports, but Planning narrowed the need down to 39.

These reports generate many of the City's official documents, including:

- Building permits
- Licenses
- Certificates of Occupancy
- Certificates of Completion
- Inspection reports
- Public notices
- Professional licenses
- Invoices and receipts
- Zoning permits
- Other regulatory documents

Crystal Reports has reached end-of-life and is no longer the supported reporting platform for Tyler EnerGov. Tyler Technologies has identified SSRS as the supported replacement platform. Existing reports should continue working, but after October 31st, there will not be an ability to edit or create new reports. Staff often needs to edit reports

due to regulatory changes.

Development Proposal:
NA

Analysis:

The Information Technology department performed a comprehensive evaluation of available conversion options to identify the solution that provided the best long-term value while minimizing implementation risk.

Three options were evaluated:

CrystalMigration.com

Staff tested this automated conversion service by submitting several City reports for conversion. Although the initial conversion cost is only $65 per report, the vendor charges $150 per hour to manually correct errors created during the automated conversion process. Testing demonstrated numerous conversion issues requiring manual correction, making the total project cost difficult to predict and likely higher than initially anticipated. Staff determined this approach presented a level of cost uncertainty and quality risk.

Park Consulting Group

Park Consulting Group proposed converting the City's reports for $74,500. While technically capable, this proposal represented the highest overall project cost and would still require ongoing cost and coordination with Tyler Technologies for future support.

Tyler Technologies (Recommended)

Tyler Technologies, the City's existing Enterprise Permitting and Licensing vendor, proposed completing the conversion for $58,500, approximately $16,000 less than the Park Consulting proposal. Tyler is currently offering a 35% promotional discount for Crystal Report conversions through October 2026 as part of its transition away from Crystal Reports.

Selecting Tyler also provides significant long-term advantages. As the software manufacturer and ongoing support provider, Tyler is uniquely positioned to ensure converted reports function correctly within EnerGov, remain compatible with future software upgrades, and receive continued vendor support throughout the life of the application.

Other Considerations

Staff also evaluated automated conversion services and third-party consulting firms. Testing of an automated conversion service demonstrated significant report quality

issues requiring extensive manual correction, creating substantial uncertainty in the final project cost. A third-party consulting proposal exceeded Tyler Technologies' proposal by approximately $16,000 and would not provide the same level of long-term vendor support.

Council Work Plan:
This item falls under Council's Core Services priority.

Fiscal Impact:

Partially Budgeted - funds / resources for this item have been partially budgeted, but additional funding is being requested, fund balance would fund the additional expense.

Staff is requesting a one-time purchase of $58,500 to complete the conversion of approximately 39 Crystal Reports to SQL Server Reporting Services within Tyler EnerGov.

If approved, this increase will be included in a 2026 budget amendment presented to City Council at a later date for the amount of 50,700, split evenly between the two following accounts 101515/101530-521100 - Computer Supplies-Software.

This project eliminates reliance on unsupported reporting technology while ensuring continued operation of the City's Enterprise Permitting and Licensing system using the vendor-supported reporting platform.

Alternatives:
Do not authorize the contract with Tyler Technologies to convert the City's Crystal Reports to SQL Server Reporting Services and direct staff to find an option that works within the existing budget.

Recommendation:
Staff recommends approval of the quotes and authorization to proceed with Tyler Technologies in the amount of $58,500 to convert the City's Crystal Reports to SQL Server Reporting Services for the Tyler EnerGov Enterprise Permitting and Licensing system.

Attachments:
1. Resolution No. 80, Series 2026
2. Louisville CO - EPL - Crystal to SSRS - Batch 1
3. Louisville CO - EPL - Crystal to SSRS - Batch 2
4. Louisville CO - EPL - Crystal to SSRS - Batch 3
5. 3 Crystal to SRRS Converstion Quotes
6. License and Services Agreement 2015 TYLER with 2019 Amendment

RESOLUTION NO. 80
SERIES 2026

A RESOLUTION APPROVING THREE QUOTES FROM TYLER ENERGOV FOR CONVERSION SERVICES IN AN AMOUNT NOT TO EXCEED $58,500

WHEREAS, the City and Tyler EnerGov ("Tyler") have entered into a License and Services Agreement dated February 17, 2015; and

WHEREAS, Tyler has provided three quotes totaling $58,500 to complete conversion of approximately 39 Crystal Reports to SQ: Server Reporting Services, which is necessary to the continued functionality of these reports across several departments of the City; and

WHEREAS, by this resolution desires to approve the quotes and authorize performance of the work by Tyler.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the three Sales Quotations from Tyler EnerGov to complete conversion of approximately 39 Crystal Reports to SQL Server Reporting Services in an amount not to exceed $58,500.

PASSED AND ADOPTED this 1st day of September, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 1
Quote Description:	EPL - Crystal to SSRS - Batch 1

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	5	$ 2,000.00	$ 3,500.00	$ 6,500.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	6	$ 4,000.00	$ 8,400.00	$ 15,600.00	$ 0.00
TOTAL				**$ 22,100.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 22,100.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 22,100.00**	**$ 0.00**
Contract Total	**$ 22,100.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crustal to SSRS Report:
Certificate of Completion_v2.rpt – Level 1
Certificate of Occupancy_v2.rpt – Level 1
COL-Building Permit_v2.rpt – Level 2
COL-CA Invoice (Public Works)_v1.rpt – Level 2
COL-CAReceiptPBv1.rpt – Level 2
COL-CAReceiptPW_v1.rpt – Level 2
COL-CommercialPermitsIssuedbyStatus_v1.rpt – Level 1
COL-PM_InspectionReport_v1.rpt – Level 1
COL-PMCompleteROW_v1.rpt – Level 2
COL_CA_Invoice_PlanningBuilding_v2.rpt – Level 2
Courtest Notice_v1.rpt – Level 1

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first pass is at minimum 8 weeks after receipt of the signed quote and any other required items.

Tyler Reporting Services representatives will need access to Client servers or workstations for Report delivery, analysis, and testing, run EERP/EPL programs or utilities. Tyler's Technology and Security teams have authorized Tyler Staff to use Beyond Trust utilities for secure connections to client servers/workstations.

End User permissions must be granted to Reporting Views in order to run SSRS reports. Reporting views use EERP/EPL data security, which may limit a user's access to data when running reports.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to reportinganalyst@tylertech.com. Tyler will invoice the Client fees for this report 50% upon quote acceptance and 50% upon delivery of the report first pass install to the Client for validation. Any **Tyler Reporting Services orders** that are cancelled after the first and/or subsequent passes have been delivered to the Client will not be refunded.

The Client is responsible for verifying the accuracy of the report data and presentation once a pass has been loaded into their environment. After 30 Tyler business days, acceptance of the report will be assumed unless otherwise communicated.

Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 2
Quote Description:	EPL - Crystal to SSRS - Batch 2

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	9	$ 2,000.00	$ 6,300.00	$ 11,700.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	2	$ 4,000.00	$ 2,800.00	$ 5,200.00	$ 0.00
TOTAL				**$ 16,900.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 16,900.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 16,900.00**	**$ 0.00**
Contract Total	**$ 16,900.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crystal to SSRS Reports:
Food Truck Permit.rpt – Level 1
FurnaceInstruction_v4.rpt – Level 1
IM Incomplete Inspections By Scheduled Start Date By Inspector_Comments.rpt – Level 1
IM_Meter Release Form.rpt – Level 1
PL_Development Application Referral_New.rrpt – Level 2
PL_Public Notice BOA.rpt – Level 1
PL_Public Notice CC.rpt – Level 1
PL_Public Notice HPC.rpt – Level 1
PL_Public Notice PC.rpt – Level 1
PL_Standart_Hearing_Notice.rpt – Level 1
PM_CompleteGrading_v4.rpt – Level 2

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

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If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to reportinganalyst@tylertech.com. Tyler will invoice the Client fees for this report 50% upon quote acceptance and 50% upon delivery of the report first pass install to the Client for validation. Any **Tyler Reporting Services orders** that are cancelled after the first and/or subsequent passes have been delivered to the Client will not be refunded.

The Client is responsible for verifying the accuracy of the report data and presentation once a pass has been loaded into their environment. After 30 Tyler business days, acceptance of the report will be assumed unless otherwise communicated.

Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 3
Quote Description:	EPL - Crystal to SSRS - Batch 3

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	7	$ 2,000.00	$ 4,900.00	$ 9,100.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	4	$ 4,000.00	$ 5,600.00	$ 10,400.00	$ 0.00
TOTAL				**$ 19,500.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 19,500.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 19,500.00**	**$ 0.00**
Contract Total	**$ 19,500.00**	

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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crystal to SSRS Reports:
PM_CompleteROW_v5.rpt – Level 2
PM_Inspection Cart_v7.rpt – Level 1
PM_Inspection Card_v9.rpt – Level 1
PM_Inspection Report_v3.rpt – Level 1
PM_Standard_Inspection_Card.rpt – Level 2
PM_Standard_Permit_Building_Moving.rpt – Level 1
PM_Standard_Permit_Grading.rpt – Level 1
PM_Standard_Permit_LCO.rpt – Level 1
PM_Standard_Permit_ROW.rpt – Level 1
Professional License-ID.rpt – Level 2
Professional License-StatusClassRange.rpt – Level 2

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

Standard delivery for the first pass is at minimum 8 weeks after receipt of the signed quote and any other required items.

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End User permissions must be granted to Reporting Views in order to run SSRS reports. Reporting views use EERP/EPL data security, which may limit a user's access to data when running reports.

If you need us to reference a Purchase Order number when billing you for the quoted services, be certain to include it on or with the signed quote. Please return the signed quote to reportinganalyst@tylertech.com. Tyler will invoice the Client fees for this report 50% upon quote acceptance and 50% upon delivery of the report first pass install to the Client for validation. Any **Tyler Reporting Services orders** that are cancelled after the first and/or subsequent passes have been delivered to the Client will not be refunded.

The Client is responsible for verifying the accuracy of the report data and presentation once a pass has been loaded into their environment. After 30 Tyler business days, acceptance of the report will be assumed unless otherwise communicated.

Outlook

Quote From CrystalMigration.com

From Nick Prosser <nprosser@louisvilleco.gov>
Date Mon 7/20/2026 4:07 PM
To Paulina Bennett <pbennett@louisvilleco.gov>

From: George Su <george.su@crystalmigration.com>
Sent: July 21, 2025 05:45 PM
To: Nick Prosser <nprosser@louisvilleco.gov>
Subject: RE: Quote From CrystalMigration.com

[EXTERNAL EMAIL] From outside of City of Louisville DO NOT CLICK links or attachments unless you validate the sender and know the content is safe.

Hi Nick

Please send one or two Crystal Reports for the sample conversion. From the sample conversion, you will know immediately why our conversion is the best choice for Crystal to SSRS conversion.

For 125 reports, it costs US $65 each report with our advanced automatic conversion. Our consulting service is optional, and it can be used to resolve any issues after the automatic conversion, and it costs US $150 each hour.

Please let me know if you have any questions.

Thanks,

George

On Fri, 18 Jul 2025 14:35:09 +0000, Nick Prosser <nprosser@louisvilleco.gov> wrote:

George,

I am definitely interested in this. We have roughly 125 reports in our folder that are all Crystal reports, but I think some of these have multiple versions and some may not be needed. I will work next week to confirm the quantity of reports. One of our applications is forcing us to update these files to SSRS by November of 2026. So we have time to get this project done, but I am trying to figure out what it will cost in case we need to do some of it this year and wait until next years budget to do the rest. I understand you'd need to see how difficult and how many files there are to adequately quote this project. I will get you that information next week so that we can begin working on cost and a timeline. Thank you for your response and patience in this.

Thanks,
Nick Prosser

Applications Support Specialist
IT Service Desk: 303-335-4560
Direct Phone: 303-335-4521
City of Louisville
COLORADO • SINCE 1878

From: George Su <george.su@crystalmigration.com>
Sent: May 2, 2025 02:01 PM
To: Nick Prosser <nprosser@louisvilleco.gov>
Subject: Re: Quote From CrystalMigration.com

If you have any questions, we may schedule a meeting to discuss your report conversion project.

Because we can get more information from Crystal Reports, our conversion quality is the best in the world.

Please let me know if you have any questions.

Thanks,

George

On Thu, 01 May 2025 18:41:48 -0400, "George Su" <george.su@crystalmigration.com> wrote:

Thank you for contacting us at Crystal Migration Services. Please feel free to send us a sample Crystal Report. We will migrate it to SSRS free of charge. You can then see for yourself how accurate our conversions are and why our solution is the best in the industry.

We have been converting Crystal Reports to SSRS for our customers worldwide since 2011. Crystal to SSRS Conversion is our core business so you have come to the right place for fast and accurate conversion solutions. We have helped companies successfully convert tens of thousands reports from Crystal to SSRS. We have experience in converting reports for organizations in finance, healthcare, public sector, manufacturing etc.

Our Advanced Automatic Conversion quality is unmatched in the industry, with an accuracy rate of over 95%. After being converted to SSRS most reports will appear and act virtually identical to its Crystal original. Our conversion accuracy will save you both time and money. We are report conversion experts so, even if there are conversion issues, we can help you quickly resolve them.

Customers send their reports to us, and we use our advanced automatic tool to convert them and send the conversion back. The price depends on how many reports to convert. Our consulting service is optional, and it can be used to resolve any conversion issues after the automatic conversion. Our consulting service costs US $150 per hour. How many reports are you going to convert? What is the time frame for your report conversion project?

Please let me know if you have any questions or concerns. We look forward to receiving your sample report so we can show you what we can do.

George

On 1 May 2025 17:17:15 -0400, "City of Louisville" <nprosser@louisvilleco.gov> wrote:

We are looking to convert some reports to SSRS from Crystal Reports for our permitting and licensing program. Can you please give me a quote for cost to do this? Is it per report, or is it a program we purchase? Please let me know how this would go as we're needing to convert these files by the end of the year. Thank you!

==CAUTION: EXTERNAL EMAIL==

This email originated from outside the City of Louisville's email environment. Do not click links or open attachments unless you validate the sender and know the content is safe. Please contact IT if you believe this email is suspicious.

Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 1
Quote Description:	EPL - Crystal to SSRS - Batch 1

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	5	$ 2,000.00	$ 3,500.00	$ 6,500.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	6	$ 4,000.00	$ 8,400.00	$ 15,600.00	$ 0.00
TOTAL				**$ 22,100.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 22,100.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 22,100.00**	**$ 0.00**
Contract Total	**$ 22,100.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crustal to SSRS Report:
Certificate of Completion_v2.rpt – Level 1
Certificate of Occupancy_v2.rpt – Level 1
COL-Building Permit_v2.rpt – Level 2
COL-CA Invoice (Public Works)_v1.rpt – Level 2
COL-CAReceiptPBv1.rpt – Level 2
COL-CAReceiptPW_v1.rpt – Level 2
COL-CommercialPermitsIssuedbyStatus_v1.rpt – Level 1
COL-PM_InspectionReport_v1.rpt – Level 1
COL-PMCompleteROW_v1.rpt – Level 2
COL_CA_Invoice_PlanningBuilding_v2.rpt – Level 2
Courtest Notice_v1.rpt – Level 1

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

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The Client is responsible for verifying the accuracy of the report data and presentation once a pass has been loaded into their environment. After 30 Tyler business days, acceptance of the report will be assumed unless otherwise communicated.

Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 2
Quote Description:	EPL - Crystal to SSRS - Batch 2

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	9	$ 2,000.00	$ 6,300.00	$ 11,700.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	2	$ 4,000.00	$ 2,800.00	$ 5,200.00	$ 0.00
TOTAL				**$ 16,900.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 16,900.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 16,900.00**	**$ 0.00**
Contract Total	**$ 16,900.00**	

Client's purchase of the items listed above is subject to the Comments below
Unless otherwise indicated in the contract or amendment thereto, pricing for optional items will be held
For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crystal to SSRS Reports:
Food Truck Permit.rpt – Level 1
FurnaceInstruction_v4.rpt – Level 1
IM Incomplete Inspections By Scheduled Start Date By Inspector_Comments.rpt – Level 1
IM_Meter Release Form.rpt – Level 1
PL_Development Application Referral_New.rrpt – Level 2
PL_Public Notice BOA.rpt – Level 1
PL_Public Notice CC.rpt – Level 1
PL_Public Notice HPC.rpt – Level 1
PL_Public Notice PC.rpt – Level 1
PL_Standart_Hearing_Notice.rpt – Level 1
PM_CompleteGrading_v4.rpt – Level 2

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

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Quoted By:	Amy Lakari
Quote Expiration:	11/04/26
Quote Name:	Louisville CO - EPL - Crystal to SSRS - Batch 3
Quote Description:	EPL - Crystal to SSRS - Batch 3

Sales Quotation For:
Louisville, Co City Of
Attn: Chris J. Neves
Louisville CO 80027-

Shipping Address:
City of Louisville
749 Main St
Louisville CO 80027-1829

Professional Services

Description	Quantity	Unit Price	Ext Discount	Extended Price	Maintenance
Custom Report Crystal to SSRS – Level 1	7	$ 2,000.00	$ 4,900.00	$ 9,100.00	$ 0.00
Custom Report Crystal to SSRS – Level 2	4	$ 4,000.00	$ 5,600.00	$ 10,400.00	$ 0.00
TOTAL				**$ 19,500.00**	**$ 0.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler License Fees	$ 0.00	$ 0.00
Total SaaS	$ 0.00	$ 0.00
Total Tyler Services	$ 19,500.00	$ 0.00
Total Third-Party Hardware, Software, Services	$ 0.00	$ 0.00
Summary Total	**$ 19,500.00**	**$ 0.00**
Contract Total	**$ 19,500.00**	

Client's purchase of the items listed above is subject to the Comments below
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For six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O.#: _____

All Primary values quoted in US Dollars

This quote is for the following services:

11 Custom Crystal to SSRS Reports:
PM_CompleteROW_v5.rpt – Level 2
PM_Inspection Cart_v7.rpt – Level 1
PM_Inspection Card_v9.rpt – Level 1
PM_Inspection Report_v3.rpt – Level 1
PM_Standard_Inspection_Card.rpt – Level 2
PM_Standard_Permit_Building_Moving.rpt – Level 1
PM_Standard_Permit_Grading.rpt – Level 1
PM_Standard_Permit_LCO.rpt – Level 1
PM_Standard_Permit_ROW.rpt – Level 1
Professional License-ID.rpt – Level 2
Professional License-StatusClassRange.rpt – Level 2

Details: per rpt files provided

Please note that this quote has been provided at a discounted rate per the announced schedule and future Crystal to SSRS requests made outside this timeline will not be similarly discounted.

Tyler will design the report based on the layout specifications detailed above. Tyler will not be responsible for altering the look and layout of the report after initial sign off. This includes page or file layout, column alignment, page and report headers, etc. The only items included in this quote are described above. If during the process it is discovered that you need additional services, those will be quoted as additional services and billed accordingly.

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Louisville, CO - EPL LMS Crystal Reports Conversion & Updates

Park Consulting Group

Title: Proposal – EPL LMS Crystal Reports to SSRS Conversion and Report Updates

Date: July, 30, 2025

Client Contact: Nick Prosser, IT Service Desk

PCG Contact: Glenn Park, President and Principal Consultant

PROPOSAL

Description of Work

The City of Louisville, CO is seeking the following services for its Tyler Tech Enterprise Permitting and Licensing Land Management System:

Crystal Reports to SSRS Conversion Services:

- Provide report development and conversion services to design, develop, and deploy non-standard forms and statistical reports generated from EPL listed in Exhibit A.
- Reports and Forms will be developed with the use of SSRS.
- Stored procedures and queries required for reports and forms will be developed.
- Prepare template and stored procedures development package to be sent by City to Tyler Tech.
- Coordinate with City POC to send RPT/ RDL file and stored procedures/ queries to Tyler Tech Support
- Coordinate access with City POC of required database back-up and SSRS report server
- Notify City POC of deployed reports within all applicable modules and case types.

Report Conversion Requirements:

- SSRS Server is setup for the City's Tyler Tech EPL environments
- SSRS Report Builder will be fully accessible
- Local copies of the EPL production database and RPT files will be available
- Each identified report will be required by the City to identify frequency of use for development prioritization
- Requested reports must have an associated stored procedure; reports with queries only written within the RPT file are not considered as a report that is qualified for conversion. The report can be developed as a new report request and can be quoted separately from this requested effort.
- Requested reports will not be redesigned from the original RPT. If redesign is required, the report can be developed as a new report request and can be quoted separately from this requested effort.

Cost Proposal:

The total not to exceed amount will be the following:

Requested Services	Total
Crystal Reports to SSRS Conversion – Custom Reports/ Forms	$74,500

City Responsibilities:

- City will provide a primary project contact available daily throughout the duration of services to successfully deliver PCG services. If the primary project contact is not available for a particular day, a back-up will be provided by the City.
- City will provide process leads and subject matter experts to serve as project team members that are sufficiently available throughout the duration of services to successfully deliver PCG services in a timely, efficient, and productive manner.
- In order to meet timelines, City SMEs will provide responses within 3 business days.
- City estimates PCG should have the full ability to deliver the project remotely with minimal on-site visits. If onsite visits are required, travel will be reimbursed at $800/day.
- Remote access and full system administrator access to EPL and SSRS Server will be needed upon the start of work. This includes, and is not limited to, access to VPN/virtual desktop logins, Google Chrome, EPL Application, EPL Database, DB Server, and Tyler Tech Project Sites. If development can only be performed on City devices, additional effort may be required for development. Additionally, if remote access performance exists where PCG is unable to efficiently perform development services, the City will be responsible in deploying converted reports/ forms to the EPL environments, including setup of reports in EPL administrator screens, loading RDL files, and running database scripts.
- Reports, forms, and letters will be configured within the Tyler Tech EPL system and full custom reports will be developed with SSRS. City will have SSRS Server environment setup based on Tyler Tech EPL's best practices.
- Undevelopable items – Report, forms, and letter requirements and specifications are based on the EPL system and database available at the time of PCG's development work and are assumed to have the data points and attributes available to enable the reports, forms, and letters. Any intended data points or attributes that are not ready or available, and results in delays or inability to complete development at the time development has already started, may be descope the report, form, or letter and result in a change request for additional funds to complete development.
- Cancellations - If the development of a requested report, forms, or letter has started and City requests to cancel development, will be descoped from development and hours expended up to the notice of cancellation will be due.
- Incomplete specifications – Any identified gaps after specifications are approved may result in a change order to complete the report.
- Conflicting configuration and development work – Tyler Tech and City development activities in the EPL system will not conflict with the PCG's development work. Any rework created by conflicting development work, such as updates/ changes/ overwriting configuration or developed reports, forms, and letters will result in a change request for additional funds to correct and complete development.
- Dependent Global Configuration and Process Configuration - The City and Tyler Tech are responsible for the process configuration and global setup. Global Configuration and Business Process configuration that the reports, forms, and letter specifications are dependent on will be complete by the time PCG is required to begin development activities to stay on track within the requested timeline. Any gaps in required configuration caused by the City or Tyler Tech that prevent PCG's development completion may impact timeline to complete reports and forms and result in a change request for additional funds and/or time to complete development.
- Existing Configuration Clean-up – PCG will not be responsible for clean-up of existing configuration created by Tyler Tech or the City to successfully complete development.

- Status meetings will be scheduled on an ad-hoc basis with the City as configuration progress is made. PCG will not be required to attend Tyler Tech meetings and other project meetings.

Exhibit A – Crystal Report to SSRS Custom Report Conversion

- Report Filename
- Certificate of Completion_v2
- Certificate of Occupancy_v2
- COL_CA_Invoice_PlanningBuilding_MF2
- COL_CA_Invoice_PlanningBuilding_v2
- COL-Building Permit_v2
- COL-CA Invoice (Public Works)_v1
- COL-CAReceiptPBv1
- COL-CAReceiptPW_v1
- COL-CommercialPermitsIssuedbyStatus_v1
- COL-PM_InspectionReport_v1
- COL-PMCompleteROW_v1
- Food Truck Permit
- IM Incomplete Inspections By Scheduled Start Date By Inspector_Comments
- IM_Meter Release Form
- PL_Development Application Referral
- PL_Public Notice BOA
- PL_Public Notice CC
- PL_Public Notice HPC
- PL_Public Notice PC
- PL_Standard_Hearing_Notice
- PM_CompleteGrading_v4
- PM_CompleteROW_v4
- PM_Inspection Card_v6
- PM_Inspection Card_v6_2018IECC
- PM_Inspection Card_v6_2021IECC
- PM_Inspection Card_v6_2021IECCappendix
- PM_Inspection Report_v3
- PM_Standard_Inspection_Card
- PM_Standard_Permit_Building_Moving
- PM_Standard_Permit_Grading
- PM_Standard_Permit_LCO
- PM_Standard_Permit_ROW
- Professional License-ID
- Professional License-StatusClassRange
- Zoning Permit
- PM Permit Inspection History Report
- PM_CertificateofOperation
- PM_CompleteBuildingMoving

AMENDMENT

This amendment ("Amendment") is made this 9th day of May, 2019 by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the City of Louisville with offices at 749 Main Street, Louisville, CO 80027 ("Client").

WHEREAS, Tyler and the Client are parties to an agreement dated February 17, 2015 ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the terms of the Agreement as provided herein.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The items set forth in the sales quotation attached as Exhibit 1 to this Amendment are hereby added to the Agreement as of the execution date of this Amendment. Payment of fees and costs for such items shall conform to the following terms:

    a. License Fees. License fees will be invoiced when Tyler makes the software added to the Agreement pursuant to this Amendment available for download (for the purpose of this Amendment, the "Available Download Date").
    b. Maintenance Fees. Year 1 annual maintenance and support fees, prorated for a time period commencing on the Available Download Date and ending at the same time as the end of the then-current annual maintenance term for the Tyler Software already licensed under the Agreement, are due on the Available Download Date. Subsequent annual maintenance fees will be invoiced in accord with the Agreement.
    c. Services Fees & Expenses. Services added to the Agreement pursuant to this Amendment, along with applicable expenses, shall be invoiced as provided and/or incurred.
    d. Hardware Fees. Fees for Hardware are due on delivery of the respective Hardware.

2. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

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

SIGNATURE PAGE FOLLOWS

DocuSign Envelope ID: 010A1165-5A34-4B39-8B80-77898DC75B22

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.	City of Louisville
By: DocuSigned by: Janet Joiner D35F0AC84BD748D...	By:
Name: Janet Joiner	Name: HEATHER BALSER
Title: Vice President, Finance-LGD Division	Title: City Manager
Date: 5/9/2019	Date: 5/8/2019.

Exhibit 1
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

In the event a comment in the following sales quotation conflicts with a provision of this Amendment, the provision in this Amendment shall control.

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Quoted By:	Jon Atkin
Quote Expiration:	5/20/2019
Quote Name:	City of Louisville-LGD-Incode Court 10
Quote Number:	2018-61584
Quote Description:	On Premise Incode 10 Court

Sales Quotation For
City of Louisville
749 Main St
Louisville , CO 80027-1829
Phone: +1 (303) 666-6565

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Tyler Content Manager						
Tyler Content Manager Standard Edition (TCM SE)	$15,270	35	$4,375	$0	$19,645	$0
Incode Court Suite						
Criminal Court Case Mgt	$14,500	88	$11,000	$9,500	$35,000	$3,625
Cashiering	$0	8	$1,000	$0	$1,000	$0
Scheduling	$5,700	0	$0	$0	$5,700	$1,425
Court/Police (non-Incode) Interface (Import or Export of Citations/Warrants/Dispositions)	$5,500	0	$0	$0	$5,500	$0
General Ledger (non-Incode) Interface	$3,850	0	$0	$0	$3,850	$0
Collection Agency Export Interface	$2,750	0	$0	$0	$2,750	$688
Colorado Driving History with DMV	$1,750	0	$0	$0	$1,750	$438
Court Payment Import (Generic Interface)	$2,500	4	$500	$0	$3,000	$625
Output Director	$3,575	8	$1,000	$0	$4,575	$268
DataXchange	$0	0	$0	$0	$0	$0
CO Vehicle Owner Interface	$1,750	0	$0	$0	$1,750	$438
AP Interface to Munis	$0	0	$0	$0	$0	$0
GL Interface to Munis	$0	0	$0	$0	$0	$0
Brazos Citation Issuing Device Interface	$0	0	$0	$0	$0	$0
Sub-Total:	*$57,145*		*$17,875*	*$9,500*	*$84,520*	*$7,507*
Less Discount:	*$27,123*					
TOTAL:	**$30,022**	**143**	**$17,875**	**$9,500**	**$57,397**	**$7,507**

Tyler Software and Related Services - Annual

	One Time Fees			
Description	Impl. Hours	Impl. Cost	Data Conversion	Annual Fee
Incode Court Suite				
Court IVR	0	$0	$0	$0
Tyler Hosted Applications				
Court Online Component	0	$0	$0	$1,500
Online Record Search	0	$0	$0	$3,500
Notifications for Court	0	$0	$0	$0
Sub-Total:		*$0*	*$0*	*$5,000*
TOTAL:	**0**	**$0**	**$0**	**$5,000**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Online Application -Set up fee	1	$800	$800	$0
TOTAL:			**$5,800**	**$0**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenence Discount	Total Maintenance
Epson TM-H6000IV Thermal Receipt Printer - Black, USB NEW	2	$1,050	$0	$2,100	$0	$0	$0
Topaz Signature Pad T-L462 - USB On-Premise Court Sites	3	$400	$0	$1,200	$0	$0	$0
Panasonic KV-S1015C Color Duplex Document Scanner	3	$560	$0	$1,680	$0	$0	$0
TOTAL:				**$4,980**			**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$30,022	$7,507
Total Tyler Annual	$0	$5,000
Total Tyler Services	$33,175	$0
Total Third Party Hardware, Software and Services	$4,980	$0
Summary Total	**$68,177**	**$12,507**
Estimated Travel Expenses	**$4,000**	

Detailed Breakdown of Conversions (Included in contract total)

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Court Suite				
Court Case Management -Conversion	16	$125	$7,500	$9,500
Total:				**$9,500**

Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Court Suite						
Probation Module	$4,400	20	$2,500	$0	$6,900	$1,100
Tyler Jury Module	$8,800	40	$5,000	$0	$13,800	$1,100
Court Web Services/API	$4,400	0	$0	$0	$4,400	$1,100
Jury Data Import (Generic Interface)	$3,025	0	$0	$0	$3,025	$756
Sub Total:	*$20,625*		*$7,500*	*$0*	*$28,125*	*$4,056*
Less Discount:	*$4,400*					
TOTAL:	**$16,225**	**60**	**$7,500**	**$0**	**$28,125**	**$4,056**

Optional Tyler Software and Related Services - Annual

	One Time Fees				
Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Tyler Hosted Applications					
Online Jury Component	0	$0	$0		$3,500
Sub-Total:		*$0*	*$0*		*$3,500*
TOTAL:	**0**	**$0**	**$0**		**$3,500**

Population of Louisville 21,128
Annual Violations 10,000

- Incode Court Online component displays citations for payment, payment plans, payment options, deferred disposition. Make payments, collects pleas from defendants, security SSL(secure socket layer), payment processing (credit card), and payment packet is created to be imported to Court system. Note that the defendant pays $2.50-$3.50 fee per transaction for payment on-line.
- Incode Notification for Courts ($.20 per violation) - defendant notification by phone. Calls can be made for citation issued, court date reminders, court date missed and notification of next step, warrant issued, and payment plan due date reminder etc. Case is updated after each call. Call can be taken live, a message left, or no answer (court creates unique message for each call type and call can be in English or Spanish). The call can go to the attorney rather than the defendant. Incode Notification for Courts ($.20 per text) - Defendant notification by text. Text can be made for the citation issues, court date reminder, court date missed and notification of next step, warrant issued, and payment plan due date reminder. Note: The Court will be billed by Tyler Technologies quarterly for the calls/ texts conducted. The Court will be allowed 2 call campaigns in the first 30 days at no charge. Tyler will assist with the setup and creation of the campaigns. Trial offer is free for 30 days and the campaign is limited to a one year time frame. Both campaigns must be used within the 30 day time frame. If more than 2 campaigns are used, then the customer will be billed for the additional campaigns.
- Court Case Management conversion includes basic case data.
- IVR solution for Court- The payment packet is created in centralized cash collections, the IVR system gives the defendant the balance owed on the citation, the defendant makes the payment by phone and the citation is updated with the payment record. Note: There is a $2.50 per transaction fee associated with IVR that will be paid by the client unless Tyler is instructed by the client to pass along to the user at time of payment.
- Travel Expenses are billed as incurred based on Federal IRS per diem standards.

Quoted By:	Sarah Koski
Quote Expiration:	8/3/2019
Quote Name:	City of Louisville Police IPS
Quote Number:	2019-65939-6
Quote Description:	Records Management w/ Optional Brazos

Sales Quotation For
Chris Neves
City of Louisville
749 Main St
Louisville , CO 80027-1829
Phone: 303-335-6565
Email: chrisn@louisvilleco.gov

Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance
Incode Public Safety Suite						
Base RMS	$26,400	80	$10,000	$0	$36,400	$6,600
Case Management	$9,240	24	$3,000	$0	$12,240	$2,310
System Administration Training	$0	16	$2,000	$0	$2,000	$0
Tyler Court Case Management Interface (Citations & Warrants)	$0	8	$1,000	$0	$1,000	$0
One Search	$0	0	$0	$0	$0	$0
Property Room	$6,600	8	$1,000	$0	$7,600	$1,650
Sub-Total:	*$42,240*		*$17,000*	*$0*	*$59,240*	*$10,560*
Less Discount:	*$6,600*					
TOTAL:	**$35,640**	**136**	**$17,000**	**$0**	**$52,640**	**$10,560**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Project Management	1	$5,000	$5,000	$0
Follow up training	32	$125	$4,000	$0
TOTAL:			**$9,000**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$35,640	$10,560
Total Tyler Services	$26,000	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$61,640**	**$10,560**
Contract Total (Excluding Estimated Travel)	**$72,200**	
Estimated Travel Expenses	**$5,480**	

Optional Tyler Software and Related Services

Description	License	Impl Hours	Impl Cost	Data Conversion	Module Total	Maintenance

Incode Court Suite						
Brazos Citation Issuing Device Interface	$0	0	$0	$0	$0	$0
Incode Public Safety Suite						
Pawn Tickets	$1,650	2	$250	$0	$1,900	$413
Personnel (Training, Evaluation, Certification)	$3,850	32	$4,000	$0	$7,850	$963
Messaging/Message Board	$0	2	$250	$0	$250	$0
Alarm Tracking/Permitting	$1,100	4	$500	$0	$1,600	$275
Sex Offender Registration	$1,650	4	$500	$0	$2,150	$413
Mobile RMS Client	$0	4	$500	$0	$500	$0
CAD Call Data Sharing (*3rd Party CAD to TPS RMS)	$5,500	2	$250	$0	$5,750	$1,375
Brazos Technology Citation Interface	$0	0	$0	$0	$0	$0
Brazos						
Interface: Incode Public Safety Records Mgmt System	$0	0	$0	$0	$0	$0
Interface: Tyler Incode Court Case Mgmt System	$0	0	$0	$0	$0	$0
eCitation - Brazos Rapid Extension Framework - PDA (39)	$31,200	0	$0	$0	$31,200	$6,552
Task: Code Enforcement	$4,063	0	$0	$0	$4,063	$853
Sub Total:	*$49,013*		*$6,250*	*$0*	*$55,263*	*$10,844*
TOTAL:	**$49,013**	**50**	**$6,250**	**$0**	**$55,263**	**$10,844**

Optional Tyler Software and Related Services - Annual

		One Time Fees				
Description		Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
Brazos						
Real Time Query - Message Switch: State/NCIC query for PDA/MDC/TABLET (39)		0	$0	$0		$7,800
Brazos Hosting Fee		0	$0	$0		$2,468
Sub-Total:			*$0*	*$0*		*$10,268*
TOTAL:		**0**	**$0**	**$0**		**$10,268**

Optional Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
Brazos Project Mgmt (plus per diem as needed if not remote)	1	$3,000	$3,000	$0
Real Time Query - Message Switch: State/NCIC query setup and configuration	1	$3,500	$3,500	$0
Set Up & Config	1	$14,500	$14,500	$0
Training	1	$2,000	$2,000	$0
Incode Interface: Set Up & Configuration	1	$0	$0	$0
IPS Interface: Set Up & Configuration	1	$0	$0	$0
Brazos Training Travel	1	$1,500	$1,500	$0
TOTAL:			**$24,500**	**$0**

Optional Third Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Maintenance	Maintenance Discount	Total Maintenance
P1063406-037 / Zebra, ZQ520, Soft Case w/shoulder strap	12	$60	$0	$720	$0	$0	$0
P1063406-031 / Zebra, ZQ520, Vehicle Charger, cig adapter	12	$36	$0	$432	$0	$0	$0

LD-R4KN5B / Zebra, ZQ520/RW420, Paper, 36 rolls per case	2	$107	$0	$214	$0	$0	$0
ZQ52-AUE0000-00 / Zebra, Printer, ZQ520	12	$596	$0	$7,152	$0	$0	$0
Z1AE-ZQ5X-5C0 / Zebra, Warranty, ZQ500, 5 year	12	$298	$0	$3,576	$0	$0	$0
Trancite Easy Street Draw CD (req 1 per agency)	1	$30	$0	$30	$0	$0	$0
Trancite Easy Street Draw (10-24 Licenses)	10	$240	$0	$2,400	$0	$0	$0
TOTAL:				**$14,524**			**$0**

Optional Detailed Breakdown of Conversions

Description	Hours	Unit Price	Programming Fee	Extended Price
Incode Public Safety Suite				
PS Master Files-Conversion	40	$125	$26,400	$31,400
PS Arrests-Conversion	8	$125	$3,750	$4,750
Total:				**$36,150**

Comments

*Client to provide own Wildcard SSL for One Search and SQL licensing.

*32 additional hours of setup/training were added to Base RMS to account for NIBRS Cert training ahead of Go Live. Client does not want to Go Live with RMS until they are IBRS Certified through CO.

- Base RMS (Offense/Incidents w/ Supplements, Arrests, Warrants, UCR/NIBRS Reporting, Traffic/Parking Citations, Accidents w/ EZ Street Draw Interface, Field Interview, Racial Profiling Collection/Reporting, Media Narratives, Calls for Service, Intel
- Public Safety -Base RMS conversion includes Master files (addresses, name, vehicles, offense/incidents, property room)
- Public Safety -Arrests conversion includes general information, offense information, employer information contact information.
- Travel Expenses are billed as incurred based on our current Business Travel Policy.

Exhibit 2
Web Services – Hosted Application Terms

Tyler Technologies, Inc. will provide you with the hosted applications indicated in the Investment Summary of your License and Services Agreement. The terms and conditions contained in this document only apply to our provision of those applications. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Hosted Applications. We will provide you with any of the following hosted applications as indicated in the Investment Summary.

   1.1. *Web Services*: Our Web Services are designed to enable you to easily establish a presence on the Internet. Our Web Hosting and Design is composed of our Web Hosting and Design Publishing Component and other miscellaneous components. These components may be used independently or in conjunction with each other.

   1.2. *Court On-Line*: Our Court On-Line Component provides the ability for municipal court fines to be paid by credit card via the Internet. This system interfaces seamlessly with our InCourt Municipal Court System.

2. Term. We will grant you access to the hosted applications provided you timely pay all associated fees. The term of your subscription will commence on the Effective Date and will continue for three (3) years. Thereafter, the term will be automatically extended in separate one (1) year periods. Either party may cancel this subscription to the hosted applications upon sixty (60) days written notice to the other.

3. Nature of Website. We shall maintain a website for you, allowing a user to access relevant data provided by you. This data may include information from your Tyler Software system. This website will be capable of accepting payments via Secured Socket Layer (SSL) encryption and credit card or debit card charge.

4. Data Procurement. You must set up a merchant account with Electronic Transaction System Corporation or OpenEdge to be solely used for our Web Service transactions. The merchant account must be set up to fund to your bank account. You are responsible for all fees and expenses of the merchant account. You must install and run Tyler Web Services to allow us to transfer the necessary data from your system to our servers on a real time basis. Certain information, such as payment information, must be conveyed to you. We will be responsible for transferring such information to you on a regular basis. Tyler Web Services requires a dedicated IP address; assignment of this address is your responsibility. While we assume responsibility for data transfer, we are not responsible for accuracy of data transferred.

5. Limited License. Your license to use the hosted applications will automatically terminate upon cancellation of this subscription, or upon your failure to timely pay fees or otherwise comply with these terms and conditions.

6. Ownership of Data. All data you provide to us for the purposes of generating the website shall remain your property. Should you terminate your subscription, we shall return to you any such data in our possession.

7. Fees. You agree to pay the initial fee and annual subscription fees as stated in the Investment Summary and in accordance with our Invoicing and Payment Policy. We may increase the per-transaction fee for online payment no more than once per year with sixty (60) days prior written notice.

LICENSE AND SERVICES AGREEMENT

This License and Services Agreement is made between Tyler Technologies, Inc., a Delaware corporation, hereinafter referred to as "Tyler", and the City of Louisville, a Colorado home rule municipal corporation, hereinafter referred to as the "Client".

WHEREAS, Client selected Tyler to license the software products and perform the services set forth in the Investment Summary and Tyler desires to perform such actions under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this License and Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of Louisville, Colorado.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date on which your authorized representative signs the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the software, products, and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"Maintenance and Support Agreement"** means the terms and conditions governing the provision of maintenance and support services to all of our customers. A copy of our current Maintenance and Support Agreement is attached as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.

- **"System"** means, collectively, the Tyler Software and Third-Party Products provided by Tyler.
- **"Third Party End User License Agreement(s)"** means the end user license agreement(s), if any, for the Third Party Software attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software and related interfaces identified in the Investment Summary and licensed to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SOFTWARE LICENSE

1. License Grant and Restrictions.

   1.1 We grant to you a non-exclusive, royalty-free license to use the Tyler Software for your internal business purposes only. You may make copies of the Tyler Software for backup and testing purposes, so long as such copies are not used in production and the testing is for internal use only. Your rights to use the Tyler Software are perpetual but may be revoked if you do not comply with the terms of this Agreement. Upon your payment in full for the Tyler Software Products, this license will become irrevocable, subject to the restrictions on use and other terms set forth in this Agreement.

   1.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   1.3 You may not: (a) transfer or assign the Tyler Software to a third party; (b) reverse engineer, decompile, or disassemble the Tyler Software; (c) rent, lease, lend, or provide commercial hosting services with the Tyler Software; or (d) publish or otherwise disclose the Tyler Software or Documentation to third parties.

   1.4 The license terms in this Agreement apply to updates and enhancements we may provide to you or make available to you through your Maintenance and Support Agreement.

   1.5 The right to transfer the Tyler Software to a replacement hardware system is included in your license. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

   1.6 We reserve all rights not expressly granted to you in this Agreement. The Tyler Software and Documentation are protected by copyright and other intellectual property laws and treaties. We own the title, copyright, and other intellectual property rights in the Tyler Software and the Documentation. **The Tyler Software is licensed, not sold.**

   1.7 The EnerGov software products are licensed for use by up to fifteen (15) named users per EnerGov software product.

2. License Fees. You agree to pay us the license fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

3. Escrow. We maintain an escrow agreement with a third party under which we place the source code for each major release of the Tyler Software. You may be added as a beneficiary to the escrow agreement by completing a standard beneficiary enrollment form and paying the annual beneficiary fee directly to the escrow agent. You will be responsible for maintaining your ongoing status as a beneficiary, including payment of the then-current annual beneficiary fees. Release of source code for the Tyler Software is strictly governed by the terms of the escrow agreement.

4. Limited Warranty. We warrant that the Tyler Software will be without Defect(s) as long as you have a Maintenance and Support Agreement in effect. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect as set forth in the Maintenance and Support Agreement. Should we be unable to cure the Defect or provide a replacement product, you will be entitled to a refund of the Software fee paid for the Defective Tyler Software Product, as depreciated on a straight-line basis over a seven (7) year period commencing from the earlier of (a) the date set forth in the mutually developed Statement of Work for the first productive use of the Defective Tyler Software Product using actual Client Data ("Live Production"), unless Live Production is delayed by our failure to perform, in which event the date for Live Production will be postponed the corresponding number of days, or; (b) the first day of Live Production of the Defective Tyler Software Product(s).

SECTION C – PROFESSIONAL SERVICES

1. Services. We will provide you the various implementation-related services itemized in the Investment Summary, including Consulting, Training, Conversion, and miscellaneous Other Services. You will receive those services according to our industry-standard implementation plan, and as detailed in Statement of Work, which outlines roles and responsibilities in calendar and project documentation. The final Statement of Work will be finalized after execution of this Agreement and shall be attached as an exhibit to the Agreement via amendment.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will, upon reasonable request, provide statements of outstanding invoices, and these statements will be provided at no charge. Copies of receipts for expenses you believe may not comply with our then-current Business Travel Policy will be provided free of charge. Copies of all receipts will require payment of an administrative fee of $25 per week of onsite services delivered.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days.

4. Cancellation. We make all reasonable efforts to schedule our personnel for travel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled

professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Personnel & Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you. We shall at all times utilize qualified personnel in providing services to you. In the event our personnel provide services that do not conform to the warranties herein or are otherwise deemed reasonably unacceptable to you, we will be given an opportunity to correct the deficiency. In the event the deficiency persists, you may require the removal of personnel in question, however, both parties shall work towards a mutually agreeable remedy in the event of a change in project manager or other personnel, including the effect upon the timelines and milestones set forth in the Statement of Work, and the project manager's participation level. We shall perform the services contemplated herein without unreasonably interfering with the activities of your staff or visitors.

6. Site Access and Requirements. You agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us. You further agree to provide a reasonably suitable environment, location, and space for the installation of the Tyler Software and Third Party Products, including, without limitation, sufficient electrical circuits, cables, and other reasonably necessary items required for the installation and operation of the Tyler Software and Third Party Products.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. We each commit to use all reasonable efforts to cooperate with and assist one another as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working to schedule the implementation-related services you have contracted for. The parties agree that all extensions of timeframes and deadlines must be in writing and signed mutually by the parties. We acknowledge and agree that you may incur costs if we fail to meet one or more of the dates set forth in the Statement of Work for Live Production of the Tyler Software Products; however, we will not be liable for failure to meet any deadlines and milestones to the extent such failure is caused by Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

SECTION D – MAINTENANCE AND SUPPORT

We will provide you with maintenance and support services for the Tyler Software under the terms of our standard Maintenance and Support Agreement. You agree to pay us the annual maintenance and support fees in accordance with our Invoicing and Payment Policy.

SECTION E – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. Upon payment in full of the Third Party Software license fees, you will receive a non-transferable license to use the Third Party Software and related documentation for internal business

purposes only. Your license rights to the Third Party Software will be governed by the Third Party End User License Agreement(s).

2.1 We will install onsite the Third Party Software. The installation cost is included in the installation fee in the Investment Summary.

2.2 If the Developer charges a fee for future updates, releases, or other enhancements to the Third Party Software, you will be required to pay such additional future fee.

2.3 The right to transfer the Third Party Software to a replacement hardware system is governed by the Developer. You will give us advance written notice of any such transfer and will pay us for any required or requested technical assistance associated with such transfer.

2.4 Within a commercially reasonable time, we shall publish, on our support website, or other Client accessible site, the System requirements for each major release of the licensed Tyler Software. The System requirements documents shall identify all changes to, or additions of, Third-Party Software that the Tyler Software requires.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant or transfer the licenses to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products. We shall provide Client with copies of warranties for all Third-Party Products. We warrant that the System shall operate with integrated functionality in material conformance with the Documentation. In the event the System does not function in conformance with this warranty due to Defect, we shall remedy any non-conformance caused by a Defect, consistent with the Tyler Software Limited Warranty (see Section B(4) *supra*).For any non-conformance caused by one or more Third-Party Products, we shall use commercially reasonable efforts to coordinate with the third-party supplier to remedy the non-conformance consistent with the third-party's warranty for its product. In the event the third-party supplier fails to correct the non-conformance, we shall use commercially reasonable efforts to find replacement software or a replacement product that substantially or suitably replicates the functionality provided by the non-conforming Third-Party Product so that the Tyler Software and Third-Party Products operate as warranted herein.

4. Maintenance. If you have a Maintenance and Support Agreement in effect, you may report defects and other issues related to the Third Party Software directly to us, and we will (a) directly address the defect or issue, to the extent it relates to our interface with the Third Party Software; and/or (b) facilitate resolution with the Developer, unless that Developer requires that you have a separate, direct maintenance agreement in effect with that Developer. In all events, if you do not have a Maintenance and Support Agreement in effect with Tyler, you will be responsible for resolving defects and other issues related to the Third Party Software directly with the Developer.

SECTION F – INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the fees for the license(s), products, and services in the Investment Summary per our Invoicing and Payment Policy, subject to Section F(2).

2. Invoice Disputes. If you believe any delivered product or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain sufficient detail of the issues you contend are in dispute. We will provide a written response to you that will include either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work together as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may only withhold payment of the amount(s) actually in dispute until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all services, including maintenance and support services, if you fail to pay an invoice not disputed as described above.

SECTION G – TERMINATION

1. For Cause. You may terminate this Agreement for cause in the event (a) we become insolvent or generally do not pay our debts as they become due or admit, in writing, our inability to pay our debts or make an assignment for the benefit of creditors; or (b) insolvency, receivership, reorganization, bankruptcy proceedings or other proceedings for relief under bankruptcy laws are commenced by or against us; or (c) we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within forty-five (45) days of receiving a written notice of the alleged breach. You agree to comply with Section I(5), Dispute Resolution, prior to termination. In the event of termination for cause, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

2. No Multi-year Fiscal Obligation on Client; Non-appropriation. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Louisville, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the Client which may arise under this Agreement in any fiscal year after 2015, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the Client. If Client should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products or services set forth in this Agreement, or other means of performing the same functions of such products, Client may unilaterally terminate this Agreement only upon written notice to Tyler specifically setting forth the termination date which shall be no less than thirty (30) days later than the date Tyler's receives such notice. Upon termination, Client shall remit payment for all products and services delivered to Client and all expenses incurred by Tyler prior to the termination date as set forth in the written notice.

3. Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends

performance of scheduled tasks for a period of forty-five (45) days or more. In the event of termination due to Force Majeure, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination.

SECTION H – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

   1.1 We will defend you against any third party claim(s) that the Tyler Software infringes a third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense. Our liability for damages and expenses arising out of an intellectual property infringement claim, whether based on a theory of contract or tort, including negligence and strict liability shall not be limited to the amount of Software fees set forth in the Investment Summary and paid by you.

   1.2 Our obligations under this Section H(1) will not apply to the extent the claim or adverse final judgment is based on your: (a) use of a previous version of the Tyler Software and the claim would have been avoided had you installed and used the current version of the Tyler Software; (b) combining the Tyler Software with any product or device not provided, contemplated, or approved by us; (c) altering or modifying the Tyler Software, including any modification by third parties at your direction or otherwise permitted by you; (d) use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties; or (e) willful infringement, including use of the Tyler Software after we notify you to discontinue use due to such a claim.

   1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately.

   1.4 If, as a result of an infringement or misappropriation claim, your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; (c) replace it with a functional equivalent; or (d) terminate your license and refund the license fee paid for the infringing Tyler Software. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. Property Damage and Personal Injury Indemnification.

   2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by our negligence or willful misconduct.

   2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents,

officials, and employees from and against any and all direct claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES OR (B) TWO (2) TIMES THE AMOUNT OF TOTAL FEES PAID BY YOU UNDER THIS AGREEMENT. THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS H(1) AND H(2).**

5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. Insurance. Prior to performing services under this Agreement, we agree to provide you with certificates of insurance evidencing the following minimum insurance coverage:
(a) Commercial General Liability with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence, TWO MILLION DOLLARS $2,000,000 aggregate. The General Liability Insurance will add the Client, its officers and its employees, as additional insureds, with primary coverage as respects the Client for claims which Tyler is liable, its officers and its employees, and shall contain a severability of interests provision;
(b) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence;
(c) Professional Liability of at least FIVE MILLION DOLLARS ($5,000,000) which includes Technology Services Errors and Omissions, Technology Products, Network Security Liability and Privacy Liability for the following risks: (i) technology services and miscellaneous professional services liability by reason of an act, error or omission in the performance of technology services or miscellaneous professional services; (ii) Technology products liability by reason of an act, error, or omission by Tyler that results in the failure of technology products to properly perform the function intended; (iii) Privacy liability arising from theft, dissemination and/or use of Client confidential information, including but not limited to bank account, credit card account, personal identifiable information (personal information such as name, address, social security numbers, etc.) stored or transmitted in electronic form; (iv) Network security liability arising from the unauthorized access to, use of or tampering with the computer systems including hacker attacks, inability of an authorized third party to gain access to services, including denial of service; (v) Privacy notification costs resulting from Tyler's legal obligation to comply with a breach notification law due to Tyler's failure to prevent unauthorized access which results in a data breach from a computer system, regulatory fines and claims expenses as a result of a regulatory proceeding and regulatory fines and claims expenses as a result of a regulatory proceeding for violation of a privacy law by reason of a privacy

wrongful act; (vi) Liability arising from the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network or similar computer related property and the data, software, and programs thereon. Notwithstanding anything to the contrary herein, the foregoing risks may be changed by us or our insurance company, provided we notify you in writing within thirty (30) days of a material change to such risks. In the event of a material change to such risks, you may terminate this Agreement for convenience on thirty (30) days' prior written notice. Upon termination, you shall remit payment for all products and services delivered to you and all expenses incurred by us prior to our receipt of the termination notice. You will not be entitled to a refund or offset of previously paid license and other fee;
(d) Workers Compensation complying with applicable statutory requirements;
(e) Crime policy including employee dishonesty while on Client premises with minimum limits of TWO MILLION DOLLARS ($2,000,000). The Bond or policy shall include coverage for loss or theft of money, securities, and other property resulting directly from theft committed by our employee, acting alone or in collusion with other persons. You will be named as loss payee on Tyler's Crime policy.

In the event that the insurance required by this Agreement is written on a claims-made basis, Tyler warrants that any retroactive date under the policy shall precede the Effective Date of this Agreement; and that either continuous coverage will be maintained or an extended discovery period will be exercise for a period of two (2) years beginning at the time work under this Agreement is completed.

If such insurance is maintained on an occurrence form basis, Tyler shall maintain such insurance for an additional period of one (1) year following termination of this Agreement. If such insurance is maintained on a claims-made basis, Tyler shall maintain such insurance for an additional period of three (3) years following termination of this Agreement.

SECTION I – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

    a. Change Order. By providing written notice to the other party's project manager, either party may request a change in the scope of services or Statement of Work. If a change causes an increase or decrease in the price or time required for performance as mutually determined by the project managers, a negotiated adjustment shall be made in the price and/or performance schedule and reflected in an addendum to the Statement of Work. Changes outside the general scope of the Agreement shall be governed by Section 1(b) below.

    b. Extra Work. By providing written notice to the Tyler's project manager, Client may request that Tyler perform extra work that is not directly related to the Agreement, so long as the cost of such extra work is estimated to be less than Fifty Thousand Dollars ($50,000). At its option, Tyler may submit, at no charge to Client, a written proposal for such extra work, including a price/cost proposal, expenses related to travel, lodging and meals, a delivery schedule, and any other information reasonably related to such request. Within a reasonable time period requested by Tyler, Client shall accept or reject such proposal. If Tyler chooses not to provide a proposal in response to Client's request, Tyler shall promptly notify Client. Any extra work

agreed upon by the parties shall be described in an addendum to the Statement of Work and/or this Agreement, which shall also include the agreed-upon price. All other terms and conditions of this Agreement shall be applicable thereto.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date. The parties shall confirm, in writing, the purchase of any optional products prior to commencement of installation.

3. Successor Software. As long as you maintain a continuous Maintenance Agreement with Tyler for each of the Tyler software products and (a) in the event a Tyler software product is no longer supported, and (b) we make available successor software products (e.g., software products based on a new technical architecture) ("Successor Products") with substantially similar price, features, and functionality to the Tyler Software product within seven (7) years from the Effective Date of the Agreement, then you, at your sole discretion, may transfer the Tyler Software product to the Successor Products, for no additional license fees. In the event you elect to transfer the Tyler Software products to the Successor Products, you shall return to us the Tyler Software products and pay the then-current maintenance fees for the Successor Products, fees for services, and fees for third party hardware and software associated with the transfer to the Successor Products at Tyler's then current rate(s).

4. Acceptance Testing.
Tyler and Client shall conduct the Acceptance Tests for each phase of implementation, pursuant to the Statement of Work, in order to confirm that the Tyler Software perform as warranted in this Agreement for a period of thirty (30) days after each go-live date. As to the Tyler Software, for the purposes of Acceptance Testing, "as warranted" shall mean performance without a Priority One or Priority Two Defect (Priority One and Priority Two are defined in the Tyler Support Call Process). If the Tyler Software does not meet the requirements of the Acceptance Tests, Tyler shall repair the Tyler Software so that it passes the Acceptance Tests, at no additional expense to Client. Upon satisfactory completion of the Acceptance Tests for each phase of implementation of the Tyler Software, Tyler and Client shall execute a Certificate of Completion for that phase.

5. Dispute Resolution. Each party agrees to provide the other with written notice within thirty (30) days of becoming aware of a dispute. Each agrees to cooperate in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will meet within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Civil Procedure 408 or any similar applicable state rule. If we fail to resolve the dispute within forty-five (45) calendar days of written notice, the parties agree to reasonably cooperate in selecting and participation in an alternate dispute resolution process. Mediation shall take place in Colorado. Thereafter, either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

6. Taxes. The fees in the Investment Summary do not include any taxes. The Client represents to Tyler that Client is not subject to taxation. No federal or other taxes (excise, luxury, transportation, sales, etc.) shall be included in quoted prices or paid by Client to Tyler. Client shall not be obligated to pay or reimburse Tyler for any taxes attributable to or measured by net or gross income, capital, net worth, franchise, or

privilege. Client shall provide Tyler with, and Tyler shall accept in good faith, resale, direct pay, governmental or other exemption certificates as applicable.

7. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

8. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

9. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent.

10. No Assignment. Neither party may assign its rights and responsibilities under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed; provided, however, that your consent is not required in the event we have a change of control, and Tyler may assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of our assets as long as the surviving entity agrees to be bound by the terms of this Agreement.

11. Force Majeure. Neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

12. No Intended Third Party Beneficiaries; No Waiver of Immunities. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S. This provision does not affect the rights of third parties under any Third Party End User License Agreement(s).

13. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

14. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

15. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

16. Independent Contractor. Tyler Technologies is an independent contractor for all purposes under this Agreement, and is not the agent, employee or servant of the Client, and that:

TYLER IS OBLIGATED TO PAY ALL FEDERAL AND STATE INCOME TAX ON ALL MONEY EARNED WHILE PERFORMING SERVICES PURSUANT TO THIS AGREEMENT.

TYLER IS NOT ENTITLED TO ANY WORKERS' COMPENSATION BENEFITS IN THE EVENT OF INJURY EXCEPT AS MAY BE PROVIDED BY TYLER NOR TO UNEMPLOYMENT INSURANCE BENEFITS UNLESS UNEMPLOYMENT COMPENSATION COVERAGE IS PROVIDED BY TYLER OR SOME ENTITY OTHER THAN THE CLIENT.

TYLER IS REQUIRED TO PROVIDE WORKERS' COMPENSATION INSURANCE FOR ALL WORKERS THAT TYLER HIRES IN ACCORDANCE WITH APPLICABLE COLORADO LAW.

17. Notices. All notices or communications required or permitted as a part of this Agreement must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, ten (10) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

18. Client Lists; Publicity. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials. We shall not use, in our external advertising, marketing programs, or other promotional efforts, any data, pictures, or other representation of the Client except on the specific written authorization in advance of the Client's City Manager. Tyler will limit and direct any of its advertising on the Client's premises and shall make arrangements for such advertising through the Client's City Manager. Tyler shall not install signs or other displays within or without the Client's premises unless in each instance the prior written approval of the Client's City Manager has been obtained.

19. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Tyler agrees that all Client data that is received from the Client and used or stored pursuant this Agreement shall remain the exclusive property of Client and shall be deemed Confidential Information of the Client. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. Client Data shall not be (a) used by Tyler

other than in connection with Tyler's obligations pursuant this Agreement; (b) disclosed, sold, assigned, leased, or otherwise provided to third parties by Tyler, except for Subcontractors, so long as such Subcontractors are bound by written confidentiality provisions at lease as restrictive as those that are set forth in this Agreement. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

20. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

21. Governing Law; Compliance with Laws. This Agreement will be governed by and construed in accordance with Colorado law. The parties agree to the jurisdiction and venue of the courts of Boulder County and the federal district court for the District of Colorado in connection with any dispute arising out of or in any matter connected with this Agreement, without regard to conflict of laws provisions. Tyler shall, at all times, observe and comply with all applicable federal, state, and local laws, ordinances and regulations.

22. Conflict of Interest. Tyler shall not knowingly employ as a director, officer, employee, agent or subcontractor any elected or appointed official of the Client or any member of his/her immediate family.

23. Multiple Originals and Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Maintenance and Support Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party End User License Agreement(s)

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc. City of Louisville

ERP and Schools Division

By: _____

Name: Abigail Diaz

Title: Associate General Counsel

Date: February 11, 2015

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Associate General Counsel

By: _____

Name: Robert P. Muckle

Title: MAYOR

Date: February 17, 2015

Address for Notices:
City of Louisville
749 Main Street
Louisville, CO 80027
Attention: IT DEPT.

tyler

Exhibit A - Investment Summary

The following Investment Summary details the software, products, and services to be delivered by Tyler Technologies, Inc. to the City of Louisville under your License and Services Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Quoted By:	Adam Griffiths
Date:	2/2/2015
Quote Expiration:	7/15/2015
Quote Name:	City of Louisville-ERP-Munis
Quote Number:	2014-9315
Quote Description:	Munis ERP Software and Services

Sales Quotation For

City of Louisville
749 Main Street
Louisville, Colorado 80027
Phone (303) 666-6565

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Accounting/GL/BG/AP	$29,000.00	15 @ $1,275.00	$19,125.00	$8,200.00	$56,325.00	$5,220.00
Purchasing	$12,700.00	7 @ $1,275.00	$8,925.00	$1,800.00	$23,425.00	$2,286.00
Fixed Assets	$7,700.00	4 @ $1,275.00	$5,100.00	$2,000.00	$14,800.00	$1,386.00
Project & Grant Accounting	$6,000.00	3 @ $1,275.00	$3,825.00	$4,000.00	$13,825.00	$1,080.00
Cash Management	$5,000.00	2 @ $1,275.00	$2,550.00	$0.00	$7,550.00	$900.00
Payroll/HR:						
Payroll w/ESS	$16,100.00	13 @ $1,275.00	$16,575.00	$13,200.00	$45,875.00	$2,898.00
HR Management	$7,700.00	5 @ $1,275.00	$6,375.00	$0.00	$14,075.00	$1,386.00
Professional Development	$5,500.00	2 @ $1,275.00	$2,550.00	$0.00	$8,050.00	$990.00
Revenue:						
Utility Billing CIS	$23,000.00	19 @ $1,275.00	$24,225.00	$19,300.00	$66,525.00	$4,140.00
Tyler Cashiering	$11,000.00	4 @ $1,275.00	$5,100.00	$0.00	$16,100.00	$1,980.00
Accounts Receivable	$6,600.00	7 @ $1,275.00	$8,925.00	$0.00	$15,525.00	$1,188.00
UB Interface	$8,250.00	3 @ $1,275.00	$3,825.00	$0.00	$12,075.00	$1,485.00

Tyler Software and Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
General Billing	$3,000.00	3 @ $1,275.00	$3,825.00	$1,000.00	$7,825.00	$540.00
Other:						
EnerGov Permits & Inspections	$8,250.00	15 @ $1,275.00	$19,125.00	$10,800.00	$38,175.00	$2,063.00
EnerGov Intelligent Objects Automation	$10,665.00	8 @ $1,275.00	$10,200.00	$0.00	$20,865.00	$2,666.00
EnerGov Professional Licensing	$3,300.00	7 @ $1,275.00	$8,925.00	$7,800.00	$20,025.00	$825.00
EnerGov e-Reviews	$4,125.00	4 @ $1,275.00	$5,100.00	$0.00	$9,225.00	$1,031.00
EnerGov iG Workforce Mobile	$4,125.00	2 @ $1,275.00	$2,550.00	$0.00	$6,675.00	$1,031.00
EnerGov ESRI Integration	$5,500.00	1 @ $1,275.00	$1,275.00	$0.00	$6,775.00	$1,375.00
EnerGov Citizen Access Portal	$3,300.00	2 @ $1,275.00	$2,550.00	$0.00	$5,850.00	$825.00
OSDBA Contract Services	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,359.00
Productivity:						
Munis Analytics & Reporting	$27,400.00	8 @ $1,275.00	$10,200.00	$0.00	$37,600.00	$4,932.00
Tyler Content Manager SE	$14,000.00	4 @ $1,275.00	$5,100.00	$0.00	$19,100.00	$2,520.00
Citizen Self Service	$6,600.00	1 @ $1,275.00	$1,275.00	$0.00	$7,875.00	$1,188.00
Tyler Forms Processing	$7,500.00	0 @ $1,275.00	$0.00	$0.00	$7,500.00	$1,500.00
Sub-Total:	$236,315.00		$177,225.00	$68,100.00	$481,640.00	$56,794.00
Less Discount:	*$23,633.00*		*$0.00*	*$0.00*	*$23,633.00*	*$45,435.00*
TOTAL:	**$212,682.00**	**139**	**$177,225.00**	**$68,100.00**	**$458,007.00**	**$11,359.00**

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
AP/PR Check Recon Import	1	$1,000.00	$0.00	$1,000.00
AP Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Configuration Postal Xpress (Lorton)	1	$1,175.00	$0.00	$1,175.00
EnerGov Permits & Code Forms Library (4 Forms)	1	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Forms Library (2 Forms)	1	$1,200.00	$0.00	$1,200.00
Estimated Travel Expenses	1	$68,500.00	$0.00	$68,500.00
Install Fee - New Server Install-WIN	1	$6,000.00	$0.00	$6,000.00
Munis Admin & Security	2	$1,275.00	$0.00	$2,550.00

Other Services

Description	Quantity	Unit Price	Unit Discount	Extended Price
Project Planning Services	1	$5,000.00	$0.00	$5,000.00
PR Positive Pay Export Format	1	$3,000.00	$0.00	$3,000.00
Tyler Forms Financial Library	1	$1,600.00	$0.00	$1,600.00
Tyler Forms Library - General Billing	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Payroll	1	$1,200.00	$0.00	$1,200.00
Tyler Forms Processing Configuration	1	$1,500.00	$0.00	$1,500.00
Tyler Forms Library - Utility Billing	1	$4,500.00	$0.00	$4,500.00
TOTAL:				**$104,125.00**

3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
Advanced Cash Station	1	$4,690.00	$0.00	$4,690.00	$0.00	$0.00	$0.00
Postal Xpress (Lorton) Annual Subscription	1	$0.00	$0.00	$0.00	$1,495.00	$0.00	$1,495.00
Tyler Secure Signature System with 2 Keys	1	$1,650.00	$0.00	$1,650.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,340.00*			*$0.00*
TOTAL:				**$6,340.00**			**$1,495.00**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler Software	$212,682.00	$11,359.00
Total Tyler Services	$349,450.00	$0.00
Total 3rd Party Hardware, Software and Services	$6,340.00	$1,495.00
Summary Total	**$568,472.00**	**$12,854.00**

Contract Total **$581,326.00**

Detailed Breakdown of Conversions (included in Contract Total)

Description	Unit Price	Unit Discount	Extended Price
Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Accounting Standard COA - C	$2,000.00	$0.00	$2,000.00
Accounts Payable Opt 1 - Checks - C	$1,200.00	$0.00	$1,200.00
Accounts Payable Opt 2 - Invoice - C	$1,800.00	$0.00	$1,800.00
Accounts Payable Standard Master - C	$1,200.00	$0.00	$1,200.00
EnerGov Permits & Inspections - Option 1 - Applications - B	$3,600.00	$0.00	$3,600.00
EnerGov Permits & Inspections - Option 2 - Violations - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Option 3 - Inspections - B	$2,400.00	$0.00	$2,400.00
EnerGov Permits & Inspections - Standard - Master - B	$2,400.00	$0.00	$2,400.00
EnerGov Professional Licensing Opt 1 - Bills - B	$3,600.00	$0.00	$3,600.00
EnerGov Professional Licensing Standard - LT Master, Customer Accounts - B	$4,200.00	$0.00	$4,200.00
Fixed Assets Std Master - C	$2,000.00	$0.00	$2,000.00
General Billing Std CID - C	$1,000.00	$0.00	$1,000.00
Payroll - Option 1 Deductions - B	$1,800.00	$0.00	$1,800.00
Payroll - Option 2 Accrual Balances - B	$1,500.00	$0.00	$1,500.00
Payroll - Option 3 Accumulators - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 4 Check History - B	$1,200.00	$0.00	$1,200.00
Payroll - Option 5 Earning/Deduction Hist - B	$2,500.00	$0.00	$2,500.00
Payroll - Option 7 PM Action History - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 8 Position Control - B	$1,400.00	$0.00	$1,400.00
Payroll - Standard - B	$2,000.00	$0.00	$2,000.00
Project Grant Accounting Opt 1 - Actuals - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Opt 2 - Budgets - C	$1,000.00	$0.00	$1,000.00
Project Grant Accounting Standard - C	$2,000.00	$0.00	$2,000.00
Purchasing - Purchase Orders - Standard - C	$1,800.00	$0.00	$1,800.00
Utility Billing - Option 1 Services - D	$3,000.00	$0.00	$3,000.00

Detailed Breakdown of Conversions (included in Contract Total)

Description		Unit Price	Unit Discount	Extended Price
Utility Billing - Option 2 Assessments - D		$1,800.00	$0.00	$1,800.00
Utility Billing - Option 3 Consumption History - D		$3,000.00	$0.00	$3,000.00
Utility Billing - Option 4 Balance Forward AR - D		$4,000.00	$0.00	$4,000.00
Utility Billing - Option 5 Service Orders - D		$2,000.00	$0.00	$2,000.00
Utility Billing - Option 6 Backflow - D		$2,000.00	$0.00	$2,000.00
Utility Billing - Standard - D		$3,500.00	$0.00	$3,500.00
	TOTAL:			**$68,100.00**

Optional Tyler Software & Related Services

Description	License	Impl. Days	Impl. Cost	Data Conversion	Module Total	Year One Maintenance
Financials:						
Contract Management	$3,300.00	2 @ $1,275.00	$2,550.00	$3,000.00	$8,850.00	$594.00
BMI Asset Track Interface	$2,200.00	2 @ $1,275.00	$2,550.00	$0.00	$4,750.00	$396.00
Payroll/HR:						
Applicant Tracking	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$495.00
Revenue:						
Business License	$6,000.00	7 @ $1,275.00	$8,925.00	$7,500.00	$22,425.00	$1,080.00
Animal License	$3,000.00	2 @ $1,275.00	$2,550.00	$5,460.00	$11,010.00	$750.00
Other:						
Parks and Recreation	$10,240.00	6 @ $1,275.00	$7,650.00	$0.00	$17,890.00	$1,843.00
CAFR Statement Builder	$10,625.00	3 @ $1,275.00	$3,825.00	$0.00	$14,450.00	$1,913.00
EnerGov Rental Property Landlord Management	$2,750.00	2 @ $1,275.00	$2,550.00	$0.00	$5,300.00	$688.00
MUNIS Disaster Recovery Service	$0.00	0 @ $1,275.00	$0.00	$0.00	$0.00	$11,359.00
Fixed Assets Opt 1 - History - C	$0.00	0 @ $1,275.00	$0.00	$1,000.00	$1,000.00	$0.00
General Billing Opt 1 - Recurring Invoices - C	$0.00	0 @ $1,275.00	$0.00	$1,680.00	$1,680.00	$0.00
General Billing Opt 2 - Bills - C	$0.00	0 @ $1,275.00	$0.00	$3,500.00	$3,500.00	$0.00
Payroll - Option 10 Certifications - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 11 Education - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 6 Applicant Tracking - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Payroll - Option 9 State Retirement Tables - B	$0.00	0 @ $1,275.00	$0.00	$1,400.00	$1,400.00	$0.00
Productivity:						
Tyler Content Manager Enterprise Upgrade (Existing CL w/Tyler Content Manager SE)	$14,000.00	6 @ $1,275.00	$7,650.00	$0.00	$21,650.00	$2,520.00
eProcurement	$5,000.00	1 @ $1,275.00	$1,275.00	$0.00	$6,275.00	$900.00
TOTAL:	**$59,865.00**	**33**	**$42,075.00**	**$27,740.00**	**$129,680.00**	**$22,538.00**

Optional Other Services

Description	Quantity	Unit Price	Discount	Extended Price
P-Card Import Format W/O Encumbrances	1	$7,500.00	$0.00	$7,500.00
Tyler Forms Library - Business License	1	$1,200.00	$0.00	$1,200.00
TOTAL:				**$8,700.00**

Optional Conversion Details (Prices Reflected Above)

Description	Unit Price	Unit Discount	Extended Price
Animal License Opt 1 - Bills - C	$2,940.00	$0.00	$2,940.00
Animal License Std Master - C	$2,520.00	$0.00	$2,520.00
Business License Opt 1 - Bills - C	$3,000.00	$0.00	$3,000.00
Business License Std Master - C	$4,500.00	$0.00	$4,500.00
Contracts - C	$3,000.00	$0.00	$3,000.00
Fixed Assets Opt 1 - History - C	$1,000.00	$0.00	$1,000.00
General Billing Opt 1 - Recurring Invoices - C	$1,680.00	$0.00	$1,680.00
General Billing Opt 2 - Bills - C	$3,500.00	$0.00	$3,500.00
Payroll - Option 10 Certifications - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 11 Education - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 6 Applicant Tracking - B	$1,400.00	$0.00	$1,400.00
Payroll - Option 9 State Retirement Tables - B	$1,400.00	$0.00	$1,400.00
TOTAL:			**$27,740.00**

Optional 3rd Party Hardware, Software and Services

Description	Quantity	Unit Price	Unit Discount	Total Price	Unit Maintenance	Unit Maintenance Discount	Total Year One Maintenance
BMI-ASSETRACK-PPC for MUNIS (Incl. Install Fee)	1	$6,490.00	$0.00	$6,490.00	$0.00	$0.00	$0.00
3rd Party Hardware Sub-Total:			*$0.00*	*$6,490.00*			*$0.00*
TOTAL:				**$6,490.00**			**$0.00**

Unless otherwise indicated in the contract or Amendment thereto, pricing for optional items will be held for six (6) months from the Quote date or the Effective Date of the Contract, whichever is later.

Customer Approval: _____ Date: _____

Print Name: _____ P.O. #: _____

All primary values quoted in US Dollars

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Financials:						
Accounting/GL/BG/AP	$29,000.00	$2,900.00	$26,100.00	$5,220.00	$5,220.00	$0.00
Cash Management	$5,000.00	$500.00	$4,500.00	$900.00	$900.00	$0.00
Fixed Assets	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Project & Grant Accounting	$6,000.00	$600.00	$5,400.00	$1,080.00	$1,080.00	$0.00
Purchasing	$12,700.00	$1,270.00	$11,430.00	$2,286.00	$2,286.00	$0.00
Payroll/HR:						
HR Management	$7,700.00	$770.00	$6,930.00	$1,386.00	$1,386.00	$0.00
Payroll w/ESS	$16,100.00	$1,610.00	$14,490.00	$2,898.00	$2,898.00	$0.00
Professional Development	$5,500.00	$550.00	$4,950.00	$990.00	$990.00	$0.00
Revenue:						
Accounts Receivable	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
General Billing	$3,000.00	$300.00	$2,700.00	$540.00	$540.00	$0.00
Tyler Cashiering	$11,000.00	$1,100.00	$9,900.00	$1,980.00	$1,980.00	$0.00
UB Interface	$8,250.00	$825.00	$7,425.00	$1,485.00	$1,485.00	$0.00
Utility Billing CIS	$23,000.00	$2,300.00	$20,700.00	$4,140.00	$4,140.00	$0.00
Productivity:						
Citizen Self Service	$6,600.00	$660.00	$5,940.00	$1,188.00	$1,188.00	$0.00
Munis Analytics & Reporting	$27,400.00	$2,740.00	$24,660.00	$4,932.00	$4,932.00	$0.00
Tyler Content Manager SE	$14,000.00	$1,400.00	$12,600.00	$2,520.00	$2,520.00	$0.00
Tyler Forms Processing	$7,500.00	$750.00	$6,750.00	$1,500.00	$1,500.00	$0.00

Discount Detail

Description	License	License Discount	License Net	Maintenance Basis	Year One Maint Discount	Year One Maint Net
Other:						
EnerGov Citizen Access Portal	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
EnerGov e-Reviews	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov ESRI Integration	$5,500.00	$550.00	$4,950.00	$1,375.00	$1,375.00	$0.00
EnerGov iG Workforce Mobile	$4,125.00	$413.00	$3,712.00	$1,031.00	$1,031.00	$0.00
EnerGov Intelligent Objects Automation	$10,665.00	$1,067.00	$9,598.00	$2,666.00	$2,666.00	$0.00
EnerGov Permits & Inspections	$8,250.00	$825.00	$7,425.00	$2,063.00	$2,063.00	$0.00
EnerGov Professional Licensing	$3,300.00	$330.00	$2,970.00	$825.00	$825.00	$0.00
OSDBA Contract Services	$0.00	$0.00	$0.00	$11,359.00	$0.00	$11,359.00
TOTAL:	**$236,315.00**	**$23,633.00**	**$212,682.00**	**$56,794.00**	**$45,435.00**	**$11,359.00**

Comments

Tyler's OSDBA Service is calculated at 25% of the MUNIS annual maintenance. There is a $2,500 minimum annual fee and a $30,000 maximum annual fee.

Tyler's Disaster Recovery Service is calculated at 25% of the MUNIS annual maintenance. There is a $5,000 minimum annual fee and a $30,000 maximum annual fee for Disaster Recovery service. The Disaster Recovery fees are applicable only to one Live MUNIS database and excludes all test and training databases.

Tyler recommends the use of a 128-bit SSL Security Certificate for any Internet Web Applications, such as the MUNIS Web Client and the MUNIS Self Service applications if hosted by the Client. This certificate is required to encrypt the highly sensitive payroll and financial information as it travels across the public internet. There are various vendors who sell SSL Certificates, with all ranges of prices.

Conversion prices are based on a single occurrence of the database. If additional databases need to be converted, these will need to be quoted.

Tyler's quote contains estimates of the amount of services needed, based on our preliminary understanding of the size and scope of your project. The actual amount of services depends on such factors as your level of involvement in the project and the speed of knowledge transfer.

Unless otherwise noted, prices submitted in the quote do not include travel expenses incurred in accordance with Tyler's then-current Business Travel Policy.

Tyler's prices do not include applicable local, city or federal sales, use excise, personal property or other similar taxes or duties, which you are responsible for determining and remitting.

In the event Client cancels services less than two (2) weeks in advance, Client is liable to Tyler for (i) all non-refundable expenses incurred by Tyler on Client's behalf; and (ii) daily fees associated with the cancelled services if Tyler is unable to re-assign its personnel.

Pricing for optional items will be held for six (6) months from the quote date.

Tyler provides onsite training for a maximum of 12 people per class. In the event that more than 12 users wish to participate in a training class or more than one occurrence of a class is needed, Tyler will either provide additional days at then-current rates for training or Tyler will utilize a Train-the-Trainer approach whereby the client designated attendees of the initial training can thereafter train the remaining users.

In the event Client acquires from Tyler any edition of Tyler Content Manager software other than Enterprise Edition, the license for Content Manager is restricted to use with Tyler applications only. If Client wishes to use Tyler Content Manager software with non-Tyler applications, Client must purchase or upgrade to Tyler Content Manager Enterprise Edition.

Tyler's form library prices are based on delivering the specific form quantities listed below. Additional formats of forms listed below are extra. Custom forms are extra. Please note that Tyler Forms requires the use of approved printers only. Contact Tyler support for the list of approved printers.

Financial library includes: 1 A/P check, 1 EFT/ACH, 1 Purchase order, 1 Contract, 1099M, 1099INT, 1099S, and 1099G.

General Billing library includes: 1 invoice, 1 statement, 1 general billing receipt and 1 miscellaneous receipt.

Utility billing library includes: 1 Utility bill, 1 assessment, 1 UB receipt, 1 Lien letter, 1 UB delinquent notice, 1 door hanger and 1 final utility bill.

Business license library includes: 1 business license and 1 renewal application.

Comments

Programming for check reconciliation import and positive pay export assumes one bank format each. Multiple bank formats are extra.

Includes digitizing two signatures, additional charges will apply for additional signatures.

Project Management includes project planning, kickoff meeting, status calls, task monitoring, verification and transition to support.

Tyler Forms Payroll Core library includes: 1 PR check, 1 direct deposit, 1 vendor from payroll check, 1 vendor from payroll direct deposit, W2, W2c, and 1099 R.

Tyler's cost is based on all of the proposed products and services being obtained from Tyler. Should significant portions of the products or services be deleted, Tyler reserves the right to adjust prices accordingly.

Advanced Cash Station includes PC, Housing, Cash Drawer, Receipt Printer, Scanner and Pole Display.

EnerGov Professional Licensing Forms Library includes 1 Business License form and 1 Business License Renewal form.

EnerGov Permits & Code Forms Library includes 1 Building Permit, 1 Trades Permit, 1 Zoning Permit and 1 Certificate of Completion OR Occupancy.

The MUNIS Accounts Payable module utilizes a label printer for batch-scanned document indexing. This printer is to be provided by the client and must support multi-page Adobe PDF files, such as the Brother QL-700.

e-Planning requires BlueBeam Revu or Adobe Acrobat Pro.

EnerGov utilizes Crystal Reports for creating custom reports and forms. SAP Business Objects - Crystal Reports Developer Edition (SAP Crystal Reports 2011 INTL WIN NUL License) is required to develop or modify Crystal Reports.

Exhibit B - Invoicing and Payment Policy

Tyler Technologies, Inc. will provide you with the software, products, and services set forth in the Investment Summary of your License and Services Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

Invoicing: We will invoice you for the applicable license fees, products, and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in your License and Services Agreement.

1. Tyler Software.

   1.1 *License Fees*: License fees are invoiced as follows: (a) 25% ($53,170.50) on the Effective Date; (b) 50% ($106,341) on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date"); and (c) 25% ($53,170.50) within forty-five (45) days after Client commences use of all Tyler Software in live production, to occur by October 1, 2016, which is the final live production date of all Tyler Software, as set forth in the mutually agreed Statement of Work. In the event such date is delayed due to our action or inaction, the payment will be delayed the corresponding number of days. In the event such date is delayed due to your action or inaction, the payment will be due on the date set forth herein. The foregoing final live production date shall not affect obligations to meet other timeframes and deadlines within the Statement of Work.

   1.2 *Maintenance and Support Fees*: The first year maintenance and support fees for the one (1) year period commencing on the Available Download Date ($45,435) are waived. Subsequent maintenance and support fees are invoiced annually in advance on each anniversary of the Available Download Date.

2. Professional Services.

   2.1 *Project Planning Services*: Project planning services ($5,000) are invoiced upon delivery of the Implementation Planning Document.

   2.2 Data Conversion Services: Data conversion services are invoiced 50% upon initial delivery of converted data, by conversion option, and 50% upon Client acceptance to load converted data into live environment, by conversion option.

   2.3 *Implementation and Other Professional Services (excluding training)*: Implementation and other professional services (excluding training) are billed at daily rates, and invoiced as delivered.

   2.4 *Training Services*: Training services are billed in half-day and full-day increments and invoiced as delivered.

2.5 *Requested Modifications to the Tyler Software*: Requested modifications to Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed.

3. Other Services and Fees.

3.1 *Operating System / Database Administration Services*: OS/DBA Services are invoiced on the Available Download Date. OS/DBA Services will renew automatically for additional one (1) year terms at our then-current OS/DBA fee, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term.

4. Third Party Products.

4.1 *Third Party Software Maintenance*: The year one Postal Xpress (Lorton) Annual Subscription fee ($1,495) is invoiced upon availability of such service. Subsequent Postal Xpress (Lorton) Annual Subscription fees are invoiced annually in advance on each anniversary of such date.

4.2 *Third Party Hardware*: Third Party Hardware costs ($6,340) are invoiced upon delivery.

5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with our then-current Business Travel Policy. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided on an exception basis at no charge. You will incur an administrative fee if you request receipts for all non-per diem expenses. Receipts for mileage or miscellaneous items less than twenty-five dollars are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. Maintenance and support fees are due on each anniversary of the Available Download Date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A. 420 Montgomery San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B Schedule 1 - Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   Tyler's Travel Management Company (TMC) will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven day advance booking requirement is mandatory. When booking less than seven days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is scheduled to exceed six hours, only economy or coach class seating is reimbursable.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five days = one checked bag
   - Six or more days = two checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

- Breakfast 15%
- Lunch 25%
- Dinner 60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

Exhibit C - Maintenance and Support Agreement

Tyler Technologies, Inc. will provide you with the following maintenance and support services for the Tyler Software licensed to you. Capitalized terms not otherwise defined will have the meaning assigned to such terms in your License and Services Agreement.

1. Term. We provide maintenance and support services on an annual basis. The initial term commences on the date when we make the applicable Tyler Software available to you for downloading (the "Available Download Date") and remains in effect for one (1) year. The term will renew automatically for additional one (1) year terms at Tyler's then-current maintenance and support fees, unless terminated in writing by either party at least thirty (30) days prior to the end of the then-current term, provided, however, that Tyler shall not increase Maintenance Fees for the Tyler Software Products set forth in the Investment Summary by more three percent (3%) for the first annual renewal (the increase will be based on the undiscounted first annual Maintenance Fees); three percent (3%) for the second annual renewal, four percent (4%) per year for each of the third and fourth annual renewals, and five percent (5%) per year for each of the fifth, sixth, seventh, eighth, and ninth annual renewals. Thereafter, Tyler may increase the Maintenance Fees annually, but in no event shall the increase exceed the prevailing rate for other Tyler customers that are similarly situated. Provided that Client maintains a continuous Maintenance Agreement with Tyler, and complies with the terms and conditions herein, including payment for ongoing maintenance services, we shall provide maintenance and support services of the Tyler Software Products listed in the Investment Summary for a period of at least seven (7) years from the Effective Date.

2. Maintenance and Support Fees. The maintenance and support fees for the Tyler Software licensed to you are listed in the Investment Summary of your Agreement. Those amounts are payable in accordance with our Invoicing and Payment Policy. We will provide you with at least forty five (45) days prior written notice of any change in your annual maintenance and support fees and agree to provide, upon request, sixty (60) days advance notice if and as requested by the Client. We reserve the right to suspend maintenance and support services if you fail to pay undisputed maintenance and support fees within sixty (60) days of the due date. We will reinstate maintenance and support services only if you pay all past due maintenance and support fees, including all fees for the periods during which services were suspended.

3. Maintenance and Support Services. As long as you timely pay your maintenance and support fees, we will, consistent with our then-current Support Call Process:

   3.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to conform the Tyler Software to the warranty set forth in your Agreement; provided, however, that if you modify the Tyler Software without our consent, our obligation to provide maintenance and support services on and warrant the Tyler Software will be void;

   3.2 provide telephone support during our established support hours;

3.3 continuously maintain a master set of the Tyler Software Products on appropriate media and Tyler User Guides. Tyler ERP & Schools Division uses professional Source Code Control Software that manages source code check-in's instantaneously. With each release of Tyler ERP and Schools software published for Generally Availability (GA), we deposit our source code to our source code escrow vendor.

3.4 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software in order to provide maintenance and support services;

3.5 provide you with a copy of all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

3.6 support prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

4. Client Responsibilities. We will use all reasonable efforts to perform any maintenance and support services remotely. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we can't resolve a support issue remotely, we may be required to provide onsite services. In such event, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain a VPN for backup connectivity purposes.

5. Excluded Services. Maintenance and support fees do not include fees for the following services: (a) initial installation or implementation of the Tyler Software; (b) onsite maintenance and support (unless Tyler cannot remotely correct a defect in the Tyler Software); (c) application design; (d) other consulting services; (e) maintenance and support of an operating system or hardware; (f) support outside our normal business hours as listed in our then-current Support Call Process; or (g) installation, training services, or third party product costs related to a new release. Requested maintenance and support services beyond those outlined in this section will be billed to you at our then current rates.

6. Current Support Call Process. Our current Support Call Process is attached to this Exhibit C at Schedule 1.

Exhibit C Schedule 1 - Support Call Process

Tyler Technical Support Department for Munis®

Goal: *To provide an effective support mechanism that will ensure timely resolution to calls, resulting in high-level client satisfaction.*

Contact Us

Call Tyler's toll free number (800-772-2260) or log a support request online through the Tyler Client Portal available at Tyler's Support Web site (www.tylertech.com).

Support Organization

Tyler's Technical Support Department for its ERP/Schools Division (also referred to as "Munis") is divided into multiple teams: Financials; Payroll/HR/Pension; Tax/Other Revenue and Collections; Utility Billing and Collections; OS/DBA (Operating System and Database Administration); and TylerForms and Reporting Services.

These "product-specific" teams allow support staff to focus on a group of products or services. A group of specialists assigned to each team handle calls quickly and accurately.

Each team consists of a Munis Support Product Manager, Support Analysts, and Technical Support Specialists. The Support Product Manager is responsible for the day-to-day operations of the team and ensures we provide exceptional technical support to our clients. The Support Analysts are responsible for assisting the team with clients' issues, and provide on-going team training. Technical Support Specialists are responsible for diagnosing and resolving client issues in a timely and courteous manner.

Standard Support Hours

Applications	Hours
Financials	8:00am-9:00pm EST Monday-Friday
Payroll/HR/Pension	8:00am-9:00pm EST Monday-Friday
Tax/Other Revenue & Collections	8:00am-6:00pm EST Monday-Friday
Utility Billing & Collections	8:00am-8:00pm EST Monday-Friday
OS/DBA	8:00am-9:00pm EST Monday-Friday
TylerForms & Reporting Services	8:00am-9:00pm EST Monday-Friday

Focus on Incoming Rate

When you call Technical Support, your call is answered by a Support Technician, or is transferred into the Support voice mail. *Our goal is to capture 75% of our daily incoming calls,* which means you will often start working with a Support Specialist immediately upon calling Tyler.

Leaving Messages for Support

When leaving a message on the Support voice mail, ensure the following information is contained within the message:

- your full name (first name, last name) and the site you are calling for/from;
- a phone number where you can be reached;
- the details of the issue or question you have (i.e.: program, • process, error message);
- the priority of the issue (1, 2, 3, or 4); and
- when you will be available for a return call (often Support will call back within an hour of receiving your message).

Paging

All client questions are important to us. There may be times when you are experiencing a priority 1 critical issue and all technicians for the requested team are on the line assisting clients. In this circumstance, it is appropriate to press "0" to be redirected to the operator. The operator will page the team you need to contact. We ask that you reserve this function for those times when Munis is down, or a mission critical application is down and you are not able to reach a technician immediately.

Online Support

Some questions can be handled effectively by e-mail. Once registered as a user on Tyler's Support Web site at www.tylertech.com, you can ask questions or report issues to Support through "Customer Tools". Tyler's Client Portal (TCP) allows you to log an incident to Technical Support anytime from any Internet connection. All TCP account, incident, and survey data is available in real-time.

Your existing contact information defaults when you add a new Support incident. You will be asked for required information including Incident Description, Priority, Product Group, and Product Module. Unlimited work-note text is available for you to describe the question or problem in detail, plus you can attach files or screenshots that may be helpful to Support.

When a new incident is added, the incident number is presented on the screen, and you will receive an automated e-mail response that includes the incident number. The new incident is routed to the appropriate Technical Support Team queue for response. They will review your incident, research the item, and respond via e-mail according to the priority of the incident.

Customer Relationship Management System

Every call or e-mail from you is logged into our Customer Relationship Management System and given a unique call number. This system tracks the history of each incident, including the person calling, time of the call, priority of the call, description of the problem, support recommendations, client feedback, and resolution. For registered users on Tyler's Support Web site (www.tylertech.com), a list of calls is available real-time under the Tyler Client Portal (TCP).

Call Numbers

Support's goal is to return clients' calls as soon as possible. Priority 1 calls received before the end of business will be responded to that day. If you are not available when we call back, we will leave a message with the open call number on your voice mail or with a person in your office. When you call back, you can reference this call number so you do not have to re-explain the issue.

An open call number is also given to you once an initial contact has been made with Support and it has been determined that the issue can't be resolved during the initial call. The open call number lets you easily track and reference specific open issues with Support.

Call Response Goals

Support will use all reasonable efforts to address open calls as follows:

Open Call Priority	Maximum number of days a support call is open	Support managers and analysts review open calls
1	Less than a day	Daily
2	10 Days or less	Every other day
3	30 Days or less	Weekly
4	60 Days or less	Weekly

Call Priorities

A call escalation system is in place where, each day, Support Analysts and Product Support Managers review open calls in their focus area to monitor progress.

Each call logged is given a priority (1, 2, 3, and 4) according to the client's needs/deadlines. The goal of this structure is to clearly understand the importance of the issue and assign the priority for closure. The client is responsible for setting the priority of the call. Tyler Support for Munis tracks responsiveness to priority 1, 2, and 3 calls each week. This measurement allows us to better evaluate overall client satisfaction.

Priority 1 Call — issue is critical to the client, the Munis application or process is down.
Priority 2 Call — issue is severe, but there is a work around the client can use.
Priority 3 Call — issue is a non-severe support call from the client.
Priority 4 Call — issue is non-critical for the client and they would like to work with Support as time permits.

Following Up on Open Calls

Some issues will not be resolved during the initial call with a Support Technician. If the call remains open, the technician will give you an open call number to reference, and will confirm the priority of the incident.

If you want to follow up on an open call, simply call the appropriate Support Team and reference the call number to the Technician who answers or leave this information in your message. Referencing the open call

number allows anyone in support to quickly follow up on the issue. You can also update the incident through TCP on Tyler's Web site (www.tylertech.com) and add a note requesting follow-up.

Escalating a Support Call
If the situation to be addressed by your open call has changed and you need to have the call priority adjusted, please call the appropriate Support Team and ask to be connected to the assigned technician. If that technician is unavailable, another technician on the team may be able to assist you, or will transfer you to the Product Support Team Manager. If you feel you are not receiving the service you need, please call the appropriate Product Manager and provide them with the open call number for which you need assistance. The Product Manager will follow up on your open issue and determine the necessary action to meet your needs.

Technical Support Product Managers:

Financials Team	**Michelle Madore (michelle.madore@tylertech.com)**	**(X4483)**
Payroll/HR/Pension Team	**Sonja Johnson (sonja.johnson@tylertech.com)**	**(X4157)**
Tax/Other Revenue/Utility Billing Team	**Steven Jones (steven.jones@tylertech.com)**	**(X4255)**
OS/DBA Team	**Ben King (ben.king@tylertech.com)**	**(X5464)**
TylerForms & Reporting Services	**Michele Violette (michele.violette@tylertech.com)**	**(X4381)**

If you are unable to reach the Product Manager, please call CJ McCarron, Vice President of Technical Support at 800-772-2260, ext. 4124 (cj.mccarron@tylertech.com).

Resources
A number of additional resources are available to you to provide a comprehensive and complete support experience.

- **Munis Internet Updater (MIU):** Allows you to download and install critical and high priority fixes as soon as they become available.
- **Release Admin Console:** Allows you to monitor and track the availability of all development activity for a particular release directly from Munis.
- **Knowledgebase:** A fully searchable depository of thousands of documents related to Munis processing, procedures, release info, helpful hints, etc.

Remote Support Tool
Some Support calls may require further analysis of your database or setup to diagnose a problem or to assist you with a question. GoToAssist® shares your desktop via the Internet to provide you with virtual on-site support. The GoToAssist tool from Citrix (www.citrix.com) provides a highly secure connection with 128-bit, end-to-end AES encryption. Support is able to quickly connect to your desktop and view your site's setup, diagnose problems, or assist you with screen navigation.

At the end of each GoToAssist session, there is a quick survey you should complete so we have accurate and up-to-date feedback on your Support experiences. We review the survey data in order to continually improve our Support services.

E-mail Registration
Clients can go to our Web site and register for e-mail "groups" based on specific Munis applications. We use these groups to inform clients of issues, and to distribute helpful technical tips and updated technical documentation. The survey information allows you to update your registration at any time, and you may unregister for one or more distribution lists at any time.

Tyler Web site
Once you have registered as a user on Tyler's Support Web site (www.tylertech.com), you have access to "Customer Tools" and other information such as online documentation, user forums, group training schedule/sign-up, and annual user conference updates/registration.

Timely TCP Progress Updates
Our technicians are committed to providing you timely updates on the progress of your open support incidents via the Tyler Client Portal. The frequency of these updates is determined by issue priority.

Priority 1 Incidents — Daily updates (only if phone contact is not possible)
Priority 2 Incidents — Weekly Updates
Priority 3 Incidents — Bi-weekly Updates
Priority 4 Incidents — Bi-weekly Updates

Updates will also be provided for any issue, regardless of priority, when action items have been completed or when there is pertinent information to share.

Exhibit D - Third Party End User License Agreement(s)

Adobe End User License Agreement

ADOBE SYSTEMS INCORPORATED
ADOBE CENTRAL OUTPUT SOFTWARE
Software License Agreement

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1.2 "Authorized Users" means employees and individual contractors (i.e., temporary employees) of Licensee.

1.3 "Computer" means one or more central processing units ("CPU") in a hardware device (including hardware devices accessed by multiple users through a network ("Server")) that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.

1.4 "Deliver" means to transmit data directly or indirectly over a network to a printing device or any other device for the purpose of printing.

1.5 "Development Software" means Software licensed for use in a technical environment solely for internal development and testing and not for use as Production Software.

1.6 "Disaster Recovery Environment" means Licensee's technical environment designed solely to allow Licensee to respond to an interruption in service due to an event beyond Licensee's control that creates an inability on Licensee's part to provide critical business functions for a material period of time.

1.7 "Documentation" means the user manuals and/or technical publications as applicable, relating to installation, use and administration of the Software.

1.8 "Internal Network" means Licensee's private, proprietary network resource accessible only by Authorized Users. "Internal Network" specifically excludes the Internet (as such term is commonly defined) or any other network community open to the public, including membership or subscription driven groups, associations or similar organizations. Connection by secure links such as VPN or dial up to Licensee's Internal Network for the purpose of allowing Authorized Users to use the Software should be deemed use over an Internal Network.

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1.10 "Location" means a specific building or physical location as identified by its unique street address.

1.11 "Production Software" means Software licensed for productive business use.

1.12 "SDK Components" means the sample software code, application programming interface, header files and related information, and the file format specifications, if any, included as part of the Software as described in the Documentation or a "Read Me" file accompanying the applicable Software.

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2.2 SDK Components. Licensee's Authorized Users may install and use the SDK Components for purposes of facilitating use of the Software in accordance with this Agreement. Licensee agrees that Licensee will treat the API Information with the same degree of care to prevent unauthorized disclosure to anyone other than Authorized Users as Licensee accords to Licensee's own confidential information, but in no event less than reasonable care. Licensee's obligations under this Section 2.2 with respect to the API Information shall terminate

when Licensee can document that the API Information was in the public domain at or subsequent to the time it was communicated to Licensee by Adobe through no fault of Licensee's. Licensee may also disclose the API Information in response to a valid order by a court or other governmental body, when otherwise required by law, or when necessary to establish the rights of either party under this Agreement, provided Licensee gives Adobe advance written notice thereof.

2.3 Backup and Disaster Recover. Licensee may make and install a reasonable number of copies of the Software for backup and archival purposes and use such copies solely in the event that the primary copy has failed or is destroyed, but in no event may Licensee use such copies concurrently with Production Software or Development Software. Licensee may also install copies of the Software in a Disaster Recovery Environment for use solely in disaster recovery and nor for production, development, evaluation or testing purposes other than to ensure that the Software is capable of replacing the primary usage of the Software in case of a disaster.

2.4 Documentation. Licensee may make copies of the Documentation for use by Authorized Users in connection with use of the Software in accordance with this Agreement, but no more than the amount reasonably necessary. Any permitted copy of the Documentation that Licensee makes must contain the same copyright and other proprietary notices that appear on or in the Documentation.

2.5 Outsourcing. Licensee may sub-license use of the Software to a third party outsourcing or facilities management contractor to operate the Software on Licensee's behalf, provided that (a) Licensee provides Adobe with prior written notice; (b) Licensee is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Licensee; (c) such use is only in relation to Licensee's direct beneficial business purposes as restricted herein; (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder; and (e) Licensee shall remain fully liable for any and all acts or omissions by the contractor related to this Agreement.

2.6 Font Software. If the Software includes font software, then Licensee may (a) use the font software on Licensee's Computers in connection with Licensee's use of the Software as permitted under this Agreement; (b) output such font software on any output devices connected to Licensee's Computers; (c) convert and install the font software into another format for use in other environments provided that use of the converted font software may not be distributed or transferred for any purpose except in accordance with the transfer section in this Agreement; and (d) embed copies of the font software into Licensee's electronic documents for the purpose of printing and viewing the document, provided that if the font software Licensee is embedding is identified as "licensed for editable embedding" on Adobe's website at http://www.adobe.com/type/browser/legal/embeddingeula.html, Licensee may also embed copies of that font software for the additional limited purpose of editing Licensee's electronic documents.

2.7 Restrictions

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3. License Metrics and Limitations.

3.1 Adobe Central Output Server. If Licensee has licensed Adobe Central Output Server as Production Software or Development Software (as separately provided in writing by Adobe), then Adobe grants Licensee a license to install and use Adobe Central Output Server on a Per-Server basis, provided that Licensee is not permitted to Deliver output from the Production Software to more than ten (10) Locations per licensed Server.

3.2 Adobe Central Pro Output Server. If Licensee has licensed Adobe Central Pro Output Server, then Adobe grants Licensee a license to install and use Adobe Central Pro Output Server either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. When Adobe Central Pro Output Server is licensed as Production Software on a Per-Server basis, Licensee is not permitted to Deliver output from the Software Product to more than ten (10) Locations per licensed Server.

3.3 Adobe Output Pak for mySAP.com. If Licensee has licensed Adobe Output Pak for mySAP.com, then Adobe grants Licensee a license to install and use Adobe Output Pak for mySAP.com solely in connection with Adobe Central Pro Output Server for use with SAP software either (a) as Production Software on a Per-Server or Per-User basis (as separately provided in writing by Adobe), or (b) as Development Software on a Per-Server basis. Licensee's license to Adobe Output Pak for mySAP.com includes a license to install and use Adobe Central Pro Output Server subject to the terms of Section 3.2 of this Agreement. The following additional terms apply:

3.3.1 Per-Server License. If Licensee has licensed Adobe Output Pak for mySAP.com on a Per-Server basis, Licensee shall have the right to install and use Adobe Central Pro Output Server on one (1) Server unless Licensee obtains additional Per-Server licenses to the Adobe Central Pro Output Server.

3.3.2 Per-User License. If Licensee has licensed Adobe Output Pak for mySAP.com software on a Per-User basis, Licensee must obtain a number of Per-User licenses of Adobe Output Pak for mySAP.com not less than the number of Authorized Users who are authorized to access or use the SAP software.

3.4 Adobe Central Output Server Workstation Edition. If Licensee has licensed Adobe Central Output Server Workstation Edition, then Adobe grants Licensee a license to install and use Adobe Central Output Server Workstation Edition as Production Software on a Per-Computer basis. Licensee's use of the Adobe Central Output Server Workstation Edition shall be limited to use directly or indirectly initiated by an individual person (not an automated process) for the sole purpose of delivering output that has been processed by the Adobe Central Output Server Workstation Edition software to the person that initiated such use.

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3.5.2 Limitation. Licensee shall be prohibited from using the templates, forms and other materials created using the Adobe Output Designer software with any software other than Adobe software.

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10. General Provisions. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of this Agreement, which shall remain valid and enforceable according to its terms. Updates may be licensed to Licensee by Adobe with additional or different terms. The English version of this Agreement shall be the version used when interpreting or construing this Agreement. This is the entire agreement between Adobe and Licensee relating to the Software and it supersedes any prior representations, discussions, undertakings, communications or advertising relating to the Software.

11. Notice to U.S. Government End Users.

11.1 Commercial Items. The Software and Documentation are "Commercial Item(s)," as that term is defined at 48 C.F.R. Section 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. Section 12.212 or 48 C.F.R. Section 227.7202, as applicable. Consistent with 48 C.F.R. Section 12.212 or 48 C.F.R. Sections 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being

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12. Compliance with Licenses. Adobe may, at its expense, and no more than once every twelve (12) months, appoint its own personnel or an independent third party to verify the number of copies and installations, as well as usage of the Adobe software by Licensee. Any such verification shall be conducted upon seven (7) business days notice, during regular business hours at Licensee's offices and shall not unreasonably interfere with Licensee's business activities. Both Adobe and its auditors shall execute a commercially reasonable non-disclosure agreement with Licensee before proceeding with the verification. If such verification shows that Licensee is using a greater number of copies of the Software than that legitimately licensed, or are deploying or using the Software in any way not permitted under this Agreement and which would require additional license fees, Licensee shall pay the applicable fees for such additional copies within thirty (30) days of invoice date, with such underpaid fees being the license fees as per Adobe's then-current, country specific, license fee list. If underpaid fees are in excess of five percent (5%) of the value of the fees paid under this Agreement, then Licensee shall pay such underpaid fees and Adobe's reasonable costs of conducting the verification.

13. Third-Party Beneficiary. Licensee acknowledges and agrees that Adobe's licensors (and/or Adobe if Licensee obtained the Software from any party other than Adobe) are third party beneficiaries of this Agreement, with the right to enforce the obligations set forth herein with respect to the respective technology of such licensors and/or Adobe.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

Tyler Technologies, Inc.	City of Louisville
By: [signature]	By: [signature]
Name: Abigail Diaz	Name: Robert P. Muckle
Title: Associate General Counsel	Title: Mayor
Date: February 11, 2015	Date: February 17, 2015

tyler

City of Louisville
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City Council Communication
Agenda Item 5.E.

Subject: Resolution No. 81, Series 2026 — A Resolution Approving a Five-Year Quote from CDWG to Provide VMWare for Primary Server Infrastructure Services in a Total Amount Not to Exceed $240,839

Date: September 1, 2026

Prepared By: Paulina Bennett, IT Director

Presented By: Paulina Bennett, IT Director

Summary:
Presented for Council approval is a request for authorization to enter into a five-year VMware software agreement for the City's primary server infrastructure.

Background / Prior Discussions:

VMware is the virtualization software that allows multiple critical City computer systems to securely operate on a smaller number of physical servers. It is similar to an apartment building for computer systems. Instead of constructing a separate building for every tenant, multiple independent tenants safely occupy one well-managed building. This allows the City to operate dozens of critical systems on a smaller number of physical servers and computers, reducing hardware costs while improving reliability and disaster recovery. This technology is the foundation of the City's data center and supports many of the applications employees rely on every day. Nearly every major business application operated by the City relies on this platform, including financial systems, permitting, GIS, file storage, authentication services, and numerous internal applications.

In 2023, Broadcom acquired VMware and subsequently transitioned customers from perpetual licensing to a subscription-based licensing model while substantially increasing prices across the industry. As a result, the City's original budget assumptions are no longer sufficient to support renewal of this software. An increase in funding of $38,167.80, from the originally budgeted $10,000, will be required for this agreement.

The proposed quote covers the City's primary production server cluster, including Library infrastructure, and provides licensing capacity for future growth. The quote will be purchased using the following procurement vehicle: CDW-G: Contract 121923-CDW | Sourcewell

Development Proposal:
NA

Analysis:

Information Technology completed a comprehensive evaluation of available virtualization platforms before recommending renewal with VMware.

Alternatives evaluated include:

- Nutanix
- Microsoft Hyper-V
- Scale Computing
- Proxmox
- Maxta
- StarWind

Each option was evaluated for cost, reliability, compatibility with the City's existing infrastructure, staff expertise, disaster recovery capabilities, vendor support, and long-term operational impacts.

While several alternatives appeared less expensive at first glance, detailed analysis determined that migration costs, additional hardware requirements, implementation risk, staff retraining, compatibility limitations, and ongoing support requirements eliminated most or all projected savings.

VMware remains the most stable and mature platform for the City's environment and allows Information Technology to continue supporting critical systems using existing infrastructure and staff expertise. Continuing with VMware also avoids the operational risk associated with migrating dozens of production systems to a new virtualization platform.

Entering into the longer-term agreement also protects the City from additional licensing increases during the contract term, providing budget certainty while the virtualization marketplace continues to stabilize.

Council Work Plan:
This item falls under Council's Core Services priority.

Fiscal Impact:
Partially Budgeted — funds / resources for this item have been partially budgeted, but additional funding is being requested.

The 2026 budget included $10,000 for VMware licensing based on historical pricing. Our 2026 cost will be $48,167.80. The quote attached includes the total cost for 5 years totaling $240,839.

Following Broadcom's acquisition of VMware and the implementation of a new licensing

model, renewal pricing increased substantially beyond historical costs. Staff is requesting $38,167.80 from the fund balance to fully fund the first phase of the City's virtualization software renewal.

If approved, this increase will be included in a 2026 budget amendment presented to City Council at a later date, increasing account 101172-521110 Software Subscription & Maintenance by $38,167.80.

This agreement covers the City's primary production server cluster and Library infrastructure. Additional virtualization renewals will occur over the next several years as existing agreements expire. The future year anticipated costs have been incorporated into the proposed 2027 and 2028 Capital Improvement Program budgets.

Alternatives:

Not approve the request. Doing so would prevent renewal of the City's virtualization platform, placing numerous critical business applications at risk of losing vendor support and exposing the City to increased operational and cybersecurity risk.

Recommendation:
Staff recommends approval and authorization to execute the five-year VMware agreement to provide continued virtualization services supporting the City's critical technology infrastructure.

Attachments:
1. Resolution No. 81, Series 2026
2. CDW Contract 121923 - Sourcewell
3. VMWare 5 Year Quote

RESOLUTION NO. 81
SERIES 2026

A RESOLUTION APPROVING A FIVE-YEAR QUOTE FROM CDWG TO PROVIDE VMWARE FOR PRIMARY SERVER INFRASTRUCTURE SERVICES IN A TOTAL AMOUNT NOT TO EXCEED $240,839

WHEREAS, CDWG provides VMWare, the City's primary server infrastructure; and

WHEREAS, the City is a Participating Entity under a Sourcewell Contract that provides the City access to procurement at collectively negotiated prices on favorable terms; and

WHEREAS, CDWG has provided a quote to the City to supply VMWare pursuant to the Sourcewell Contract for a period of five years, subject to annual appropriation by the City Council; and

WHEREAS, by this resolution the City Council desires to approve the quote.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approve the five-year quote from CDWG to provide VMWare in an amount not to exceed $240,839.00.

PASSED AND ADOPTED this 1st day of September, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

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Solicitation Number: RFP #121923

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and CDW Government LLC, 230 N. Milwaukee Avenue, Vernon Hills, IL 60061 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Technology Products and Services with Related Solutions from which Supplier was awarded a contract in Category 1.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires February 27, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY.

1. *Product Warranty.* Supplier is not the manufacturer of the Products purchased by Participating Entities hereunder and the only warranties offered are those of the manufacturer, not Supplier or its Affiliates. In purchasing the Products, the Participating Entity relies on the manufacturer's specifications only and not on any statements or images that may be provided by Supplier or its Affiliates. SUPPLIER HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED RELATED TO PRODUCTS, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF TITLE ACCURACY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Supplier, and its dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer.

2. *Services Warranty.* Supplier warrants that the Services will be performed in a good and workmanlike manner. Participating Entity's sole and exclusive remedy with respect to this warranty will be at the sole option of Supplier to either (a) use its reasonable commercial efforts to reperform any Services not in substantial compliance with this warranty or (b) refund amounts paid by the Participating Entity related to the portion of the Services not in substantial compliance; provided in each case Participating Entity notifies Supplier in writing within thirty (30) business days after performance of the applicable Services. This warranty is voided if the Services are altered by anyone other than Supplier or any of its affiliates or its or their personnel. Participating Entity shall be solely responsible for reconstructing data (including but not limited to data located on disk files and memories) and software that may be lost or damaged or corrupted during the performance of Services.

3. *Third-Party Services.* Certain services, such as extended warranty service by manufacturers, are sold by Supplier as a distributor or sales agent ("Third Party Services"). In the case of Third-Party Services, the third party will be the party responsible for providing the services to the Participating Entity and the Participating Entity will look solely to the third party for any loss,

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claims or damages arising from or related to the provision of such Third-Party Services. Any amounts, including, but not limited to, taxes, associated with Third-Party Services which may be collected by Supplier will be collected solely in the capacity as an independent sales agent.
4. *Cloud Services*. It is acknowledged that Participating Entities are receiving the Cloud Services directly from the Cloud Service Provider pursuant to the Clod Service Provider's standard terms and conditions, or such other terms as agreed upon by Participating Entities and the Cloud Service Provider ("Cloud Services Terms and Conditions"). Accordingly, it shall consider the Cloud Service Provider to be the contracting party and the Cloud Service Provider shall be the party responsible for providing the Cloud Services to Participating Entities and shall look solely to the Cloud Service Provider for any loss, claims, or damages arising from or related to the provision of such Cloud Services.

C. DEALERS, AND DISTRIBUTORS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, or distributors relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities in accordance with Supplier's Return Policy, which is available at: https://webobjects2.cdw.com/is/content/CDW/cdw/on-domain-ca/help-centre/cdw-global-returns-policy.pdf. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and

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Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

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Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional commercial terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;

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- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities as indicated in Question #70 of its Proposal. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in Question #70 of the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter.

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Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. Sourcewell may not conduct such an audit more than one time per twelve month period during the term, and will provide thirty day advance written notice of the audit to Supplier. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the

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circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS; LIMITATION OF LIABILITY

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any third-party claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees which results in (i) injury or death to person(s) or tangible personal property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

Supplier shall pass through to the Participating Entity all end user indemnity protections provided by the Equipment and/or Product manufacturer.

EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES, AND NOTHWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SET FORTH HEREIN, WILL SUPPLIER, ITS AFFILIATES OR ITS SUPPLIERS, SUBCONTRACTORS OR AGENDT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, BUSINESS REVENUES OR SAVINGS AND LOSS, DAMAGE OR CORRUPTION OF DATA OR SOFTWARE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES OR IF SUCH DAMAGES ARE OTHERWISE FORESEEABLE. EXCEPT IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, SUPPLIER'S AGGREGATE LIALITY HEREUNDER WILL NOT EXCEED THE TOTAL DOLLAR AMOUNT PAID BY SUPPLIER TO SOURCEWELL IN ADMINISTRATIVE FEES UNDER THIS CONTRACT DURING THE PRECEDING TWENTY-FOUR (24) MONTH PERIOD.

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12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

5. *License to Software*. All rights in software resold pursuant to this Contract will remain with the applicable licensor. Participating Entity's rights to use such

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software are contained in the applicable license agreement between the Participating Entity and the licensor.

6. *License to Work Product*. Participating Entity's rights to Work Product (meaning materials and other deliverables to be provided or created individually or jointly in connection with the Services, including but not limited to all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis, and other information whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Contract, that are embodied in such work or materials) will be upon payment in full a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for Participating Entity's internal use. Participating Entity obtains no ownership or other property rights thereto. Participating Entity agrees that Supplier may incorporate intellectual property created by third parties into the Work Product and that Participating Entity's right to use such Work Product may be subject to the rights of and limited by agreements with such third parties.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

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16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

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A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on, or included in, another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to include Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the

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procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5).

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Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

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G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring

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solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

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Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	CDW Government LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Dario Bertocchi 7E5503A3787848D...
By: _____	By: _____
Jeremy Schwartz	Dario Bertocchi
Title: Chief Procurement Officer	Title: Vice President Contract Operations
Date: 3/13/2024 | 9:46 PM CDT	Date: 3/13/2024 | 2:12 PM PDT

RFP 121923 - Technology Products and Services with Related Solutions

Vendor Details

Company Name:	CDW Government LLC
Address:	230 N. Milwaukee Ave Vernon Hills, IL 60061
Contact:	Debb Atnip
Email:	debb.atnip@cdw.com
Phone:	214-729-9078
HST#:	36-4230110

Submission Details

Created On:	Tuesday October 31, 2023 11:16:38
Submitted On:	Monday December 18, 2023 12:20:13
Submitted By:	Debb Atnip
Email:	debb.atnip@cdw.com
Transaction #:	ca649e7b-2159-475b-8908-c8f54b878ee1
Submitter's IP Address:	136.226.85.102

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	CDW Government LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	CDW Government LLC (CDW•G) is a leading multi-brand provider of technology solutions to public sector customers. CDW Canada is a leading provider of technology solutions for business, government, education, and healthcare in Canada. Both CDW•G and CDW Canada are wholly owned subsidiaries of CDW LLC (CDW).	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	CDW Government	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Unique Entity Identifier: PHZDZ8SJ5CM1	*
5	Proposer Physical Address:	230 N. Milwaukee Avenue, Vernon Hills, IL 60061	*
6	Proposer website address (or addresses):	www.cdwg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Dario Bertocchi Vice President, Contract Operations 230 N. Milwaukee Ave Vernon Hills, IL 60061 Dario.Bertocchi@cdw.com 203.851.7049	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Debb Atnip Manager, Education Capture and Growth 11555 Westlawn Ln Frisco, TX 75033 Debb.Atnip@cdw.com 214.729.9078	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Freda Hill Senior Manager, Proposals 230 N. Milwaukee Ave Vernon Hills, IL 60061 Fredira@cdw.com 312.705.5582	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	CDW LLC (CDW) was founded in 1984 and is currently ranked 166 on the Fortune 500 with multi-national capabilities. CDW is a leading multi-brand complete technology solution and services provider to business, government, education, and healthcare organizations in the United States, Canada, and the United Kingdom, with approximately 15,000 coworkers, more than 250,000 active customer accounts, and $24 billion in net sales in 2022. CDW is ranked No. 4 on CRN's 2023 Solution Provider 500 list, a ranking of the largest IT solution providers in North America by revenue. A technology-neutral company with more than three decades of experience building extensive relationships throughout the industry, CDW offers a product portfolio with more than 100s of thousands of technology offerings covering all original equipment manufacturers, software publishers, cloud & service providers (OEMs). CDW provides products and solutions through its sales and service delivery teams, with	

almost 6,000 customer-facing coworkers, including more than 2,000 field sellers, highly skilled technology specialists, and advanced service delivery engineers.

In 1998, CDW recognized the need to build specialized sales and technical teams to support the unique needs of the federal, state and local government, education, and healthcare markets. CDW created a wholly owned subsidiary, CDW Government LLC (CDW•G) which today has more than 1,500 inside and field account managers supporting public customers across the nation. Broken out by customer end-markets, our account teams cover state and local government, K-12, higher education, or healthcare to ensure they understand customer priorities, specialized solutions, and desired outcomes. In 2003, CDW expanded its footprint to offer the same capabilities for business, government, education, and healthcare customers throughout Canada. In 2023, CDW Canada was recognized as the #1 Canadian Solution Provider of the Year on Channel Daily News' Top 100 Solution Providers list for the 9th year in a row.

CDW•G and CDW Canada have experienced a highly successful partnership with Sourcewell through its current Technology Solutions contract. Our growth under the incumbent Sourcewell contract was consistently outpaced by real sales, outpaced our forecasts, fueled by increased Sourcewell Member adoption and increased sales engagement.

CDW's combined strength through its e-procurement integration systems, world-renowned logistics practices, and consistent ease of purchase experience allow us to reduce procurement complexity, helping customers get what they need when they need it, with the least number of steps possible.

Core Values: CDW's code of business conduct and ethics, the CDW Way Code, sets forth the standards of behavior necessary to ensure we live up to our values. These are the values we use to guide our behavior toward each other, our customers, our partners, and our communities. The CDW Way Code directs that:

We run our business with passion and integrity.
We empower others to do their jobs.
We keep our commitments.
We treat others with respect.
We resolve conflict directly.
We listen.
We include stakeholders in the decision process.
We live our "philosophies of success" every day.
We make things happen.

Business Philosophy: CDW's strong customer focus is reflected in our core philosophy, the CDW Circle of Service, which means that everything we do – including sales, product and partner management, operations, marketing, technology services, coworker services, information technology, and finance and legal – revolves around the customer. Our Philosophies of Success include:

It's only good if it's win/win.
Good luck many times comes disguised as hard work.
People do business with people they like.
Perfection is unattainable. If you strive for perfection, you'll achieve excellence.
Pay attention to your weaknesses. If you dwell on your successes, you will suffocate on your weaknesses.
Success means never being satisfied.

Our objective is to have companies view us as a valued extension of their IT staffs. We seek to achieve this goal by providing superior customer service through our large and experienced sales and service delivery teams. Our market research teams work with a third-party research firm to measure and track customer loyalty and satisfaction through periodic customer surveys. Survey feedback is used by senior leadership to create action and development plans for continuous improvement.

Commitment to Diversity: CDW takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where our dedication to our values of trust, connection and commitment are evident and where belonging is an everyday experience for all our coworkers, customers, business partners and communities. CDW is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations.

For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. Our Business Resource Groups bring coworkers together around topics that matter and empower them to make an impact on our culture. Through workshops, informal discussions, and other forums, CDW leaders learn best practices for cultivating DEI. Townhalls and similar events bring coworkers together for conversations about DEI and belonging. And our organization-wide education and awareness platform cultivates awareness to help

coworkers understand their role in our culture.

In our supply chain, we are committed to maintaining an industry-leading business diversity program – our spend with small and diverse businesses totaled $3.5 billion in 2022 and more than $24 billion since the program's inception in 2007. We have achieved membership in the Billion Dollar Roundtable, an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned business on a first-tier basis.

In our communities, we have focused our social impact commitments around digital equity to help close the digital divide. Our social impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world.

Environmental Responsibility: CDW has long been conscious of our impact on the environment especially regarding our energy consumption, and we have taken significant steps to effectively manage our consumption of resources and lessen our environmental impact.

Given CDW's role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We also regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste to landfill through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored.

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

Use of digital documentation when possible and recycling shredded paper documents when used

Recycling and composting of cafeteria waste

Elimination of plastic bottles from vending machines in our offices and warehouses

Elimination of single-use plastic cups

Company-wide internal toner cartridge recycling program

Recycling centers on each floor of our office locations

Recycling chutes for certain materials at our distribution centers

Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

Global Social Impact: CDW makes technology work so people can do great things. When it comes to the impact we have on our communities, we know greatness happens when everyone has equitable opportunities. We work to build coworker pride through community involvement, reducing barriers to participate and offering equitable social impact benefits. This includes:

8 hours paid time off per year to volunteer in the community. Coworkers have used this time to support more than 1,400 diverse nonprofit organizations worldwide.

Matching gifts programs up to $2,000 per coworker per year. CDW has contributed more than $1 million in matching contributions through our donor-advised fund. Coworkers are encouraged to give to the nonprofit or charity of their choosing to participate in the Matching Gift Program.

CDW's Legacy Excellence Program is a coworker-led program created in partnership with the Thurgood Marshall College Fund. CDW's Legacy Excellence Program supports Historically Black Colleges and Universities (HBCUs) and HBCU student scholars through investing in technology and providing leadership fellowships, scholarships, experiences, education, and career opportunities.

Business Resource Groups provide professional development, informal mentoring, and networking opportunities to more than 3,700 coworker members in the U.S. and Canada and a forum for coworkers to build awareness, celebrate their affinity area, collaborate, and provide business perspective on diversity and inclusion initiatives at CDW. Our eight North American Business Resource Groups, each with a unique focus, are open to all U.S. and Canadian coworkers and are briefly described below:

Alliance for Business Leading Equality (ABLE) advocates and educates for an accessible environment for all.

Black Excellence Unlimited (BeU) provides resources and development

		opportunities to help achieve excellence with a positive impact on our coworkers, customers, and communities. Business Resource Alliance Valuing Equality (BRAVE) members work to assemble the building blocks for LGBTQ+ inclusion, connection, and potential for impact within CDW. Business Resource Inclusion and Diversity Group for Everyone (BRIDGE) seeks to foster connections and mentorships across CDW for coworkers from all roles and walks of life. Hispanic Organization for Leadership & Achievement (HOLA) helps foster professional development and community involvement in support of the professional growth and multiracial nature of Latin Americans. Military & Allies Resource Council (MARC) seeks to develop and support coworkers who are serving or have served our country and those who support them to strengthen connections through community. Pan Asian Council (PAC) members work to build a diverse community that enables personal and professional development opportunities for Pan Asian coworkers. Women's Opportunity Network (WON) aims to promote an environment where women succeed at all levels personally and professionally. Unite BRG - UNITE is a CDW Canada Business Resource Group (BRG) designed to foster meaningful human connections, with a priority on professional development, community engagement and diversity, equity & inclusion.	

11	What are your company's expectations in the event of an award?	CDW•G's Sourcewell Technology Solutions contract has a history of success and growth, and we expect nothing less with the award of Sourcewell's next generation contract for Technology Products and Services with Related Solutions. We expect to see continued growth and adoption of this Sourcewell contract as technology solutions and services become more important than ever to help public entities achieve their missions. We forecast the contract revenue to grow at a faster pace than our 5-year compounded annual growth under the incumbent contract. Working together with our strategic partners, across business units and practice areas within CDW, and in collaboration with Sourcewell, we envision unparalleled success through the delivery of technology solutions and services to meet and exceed the needs of Sourcewell Members today, tomorrow, and well into the future through growth, collaboration, and partnership. Growth Actively engage with CDW•G's Contract Growth and Success team to help increase understanding and use by Sourcewell Members and CDW•G sales teams through the implementation of customizable flyers, topical webinars, and recurring training. Sourcewell Member adoption via customer-specific, stretch agreements is a key part of our growth strategy. Align with CDW•G business development managers from across state and local government, K-12, and Higher Education, in areas of historically low engagement or adoption, to drive improved outcomes for these Sourcewell Members. Drive continued collaboration between Canoe Procurement Group of Canada and CDW Canada to identify and engage new customers, while expanding contract use with current customers. Identify opportunities to highlight the Sourcewell contract as a viable alternative to Sourcewell Members generating their own solicitations for complex solutions Collaboration Working together, Sourcewell Members and CDW•G will continue to increase revenue and adoption of the contract amongst Sourcewell Members. In addition, we will partner with Sourcewell to determine strong Sourcewell Member adopters, outside of CDW•G's existing customer set for an introduction. Creation of co-branded marketing and Sourcewell Member engagement through collaborative presentations, online articles, and podcasts for the U.S. and Canada. Partnership As one of the longest-tenured Sourcewell vendors and one of the largest in terms of revenue volume, CDW•G provides access to extensive resources. We actively participate in support of Sourcewell with regular leadership and operational meetings, attendance and engagement at H2O, Sourcewell's annual vendor conference, and participation on the Vendor Advisory Board. Mandi Maricque, Senior Program Manager within CDW•G's Program Management team, continues as Sourcewell's primary point of contact. Her knowledge and understanding of Sourcewell combined with her expertise and background in contracts administration, contributes to a win-win for Sourcewell and CDW•G. Working with Sourcewell, Mandi executes Sourcewell Member initiatives such as collecting data for BuySourcewell, co-developing messages and training materials, and leveraging Sourcewell resources and programs to further educate and support Sourcewell Members. Anup Sreedharan, Senior Manager, Program Sales, will continue his engagement as a member of Sourcewell's Vendor Advisory Board as well as primary liaison with CDW•G senior leadership.	*

12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Sourcewell can be confident that CDW•G – a subsidiary of CDW LLC, a publicly-owned Fortune 500 company which trades under the ticker symbol "CDW" on the NASDAQ Stock Exchange – has the financial strength and stability to support Sourcewell Members today and throughout the life of this contract. CDW posted record net sales of $24 billion in 2022, a 14 percent increase from then-record 2021 sales of $21 billion, with excellent profitability. Each profit category – gross profit, Non-GAAP net income, and Non-GAAP net income per share, increased 20 percent or more. As seen below, net sales for CDW have increased steadily over the past six years. 2022: $24.0 billion 2021: $21.0 billion 2020: $18.5 billion 2019: $18.0 billion 2018: $16.2 billion 2017: $14.8 billion Overall, CDW has realized a 10 percent Net Sales Compound Annual Growth Rate (CAGR) over the past five years, and a 13 percent Non-GAAP operating income (NGOI) Compound Annual Growth rate over the same period. We believe the primary factor ensuring our financial stability and separating us from our competitors is our balanced approach to business. We do not rely solely on any one segment, customer, partner, technology, or solution. In our U.S. business, which represents approximately 90 percent of our revenues, we currently have five dedicated business units – corporate, small business, government, education, and healthcare – each of which generated $1.9 billion or greater in Net Sales in 2022. Net Sales to customers in the U.K. and Canada combined generated $2.9 billion in 2022. In addition, 2022 saw Net Sales of more than $1.5 billion from each of our five largest vendor partners. Our sales span multiple categories including Notebooks/Mobile Devices (26 percent), Miscellaneous Hardware (19.9 percent), Software (15.5 percent), Network and Communications Products (11.5 percent), Services (7.8 percent), Audio/Video (7.5 percent), Enterprise and Data Storage (5.8 percent), and Desktops (5.4 percent). In November 2022, our Board of Directors approved an 18 percent increase in our annual dividend – the ninth consecutive annual increase since our June 2013 Initial Public Offering (IPO). And in February 2023, our Board authorized $750 million for share repurchases. Since our IPO our dividend has increased ten-fold and we have returned more than $5.5 billion to stockholders through share repurchases and dividends. We have uploaded copies of our last four (2019-2022) annual 10-K reports to provide a thorough accounting of our financial health. CDW files a 10-K as required by law, which, along with our complete financial portfolio, is posted on our website.	*
13	What is your US market share for the solutions that you are proposing?	CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable overall market in the U.S., U.K., and Canada. We do not explicitly detail U.S. market share; however, it is similar to the share of the overall market. CDW's net sales in the U.S. in 2022 were $20.8 billion.	*
14	What is your Canadian market share for the solutions that you are proposing?	CDW Canada's net sales in 2022 was $1.4 billion, which represents a 2 percent share of its approximately $77 billion addressable market in Canada. CDW had total net sales in 2022 of approximately $24 billion, which represents a 5 percent share of its approximately $460 billion addressable market in the U.S., U.K., and Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of submission, neither CDW nor CDW•G has never filed a petition for bankruptcy protection.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	CDW•G answers a).If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? CDW•G and CDW Canada – both wholly owned subsidiaries of CDW LLC – are leading multi-brand provider of information technology solutions to business, government, education, and healthcare customers. Our broad array of products and services range from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure and digital experience. CDW•G and CDW Canada are authorized resellers for more than 1,000 original equipment manufacturers, publishers, and service providers. A full listing of our brands can be found at https://www.cdwg.com/content/cdwg/en/brand.html. While we are best described as a reseller, we are also a service provider with extensive offerings detailed in this response.	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW's ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.	*

18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	CDW•G holds all applicable unique state business license and tax certificates and follows all applicable laws to successfully transact business contemplated by the RFP across the U.S. and Canada. CDW•G has been International Organization for Standardization (ISO) certified since 2001 with a mature, well-defined Quality Management Systems (QMS) that includes continued compliance to the following ISO Standards: ISO 9001:2015, ISO 14001:2015, ISO/IEC 20243, ISO 27001:2013, and ISO 28000:2007. The following is a summary of the scope of CDW’s ISO certifications and areas of compliance across our organization to benefit all our customers: ISO 9001:2015 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW’s Configuration Centers. ISO 14001:2015 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. ISO/IEC 20243 – Information Technology: Complies with the requirements in the Open Trusted Technology Provider Standard (O-TTPS). ISO 27001:2013 – Information Security Management System: Provision of product sales to CDW customers, including all backbone functions and support of computer and related technology. ISO 28000:2007 – Supply Chain Security Management System: The planning, delivery and oversight of secure supply chain management and supporting activities in the U.S. CDW•G undergoes annual third-party audits to demonstrate compliance with multiple regulatory and compliance frameworks including: AICPA Service Organization Control Reports, formerly SAS 70 Reports (AIPCA SOC) Control Objectives for Information and Related Technology (COBIT 5) European Union, General Data Protection Regulation (EU GDPR) Health Insurance Portability and Accountability (HIPAA) IT Infrastructure Library (ITIL) National Institute of Standards and Technology (NIST) Payment Card Industry (PCI) Level 1 And finally, CDW•G complies with periodic audits to maintain Managed Service Provider designation including: Amazon Web Services (AWS) Google Cloud Platform (GCP) Microsoft Azure With the most recent internal survey, CDW•G coworkers hold more than 15,000 technology and process certifications, including: IT Infrastructure Library (ITIL) Level 4: Foundation, Managing Professional, Strategic Leader, and Master Level Lean Six Sigma: White Belt, Yellow Belt, Green Belt, and Black Belt Project Management Institute (PMI): Project Management Professional (PMP), Risk Management Professional (RMP), Program Management Professional (PgMP), and Certified Associate in Project Management (CAPM) SCRUM: Certified Scrum Master, and Certified Scrum Product Owner CDW•G employs a dedicated Vendor Accreditations Coordinator (VAC) responsible for monitoring coworker technical and vendor sales certifications in line with our manufacturer partner accreditations. The VAC is part of our Vendor Alliances Department, with named Vendor Managers for all major OEMs. The VAC uses vendor reports and internal tracking tools to execute gap analysis, create qualification road mappings, and monitor certifications and status.

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Over more three decades in business, CDW has been consistently recognized for our excellence within the industry as well as creating a positive and successful workplace culture. Below is a selection of recognition received by CDW since 2019: 2023 (as of November): Named to inaugural World’s Best Companies list – TIME Recognized as part of World’s Best Employers list – Forbes Recognized as a 2024 Best Places to Work in IT – Foundry's Computerworld Named among 2023 Best Places to Work, Best Large Places to Work, Chicago – Built In Recognized as one of America’s most JUST Companies – JUST Capital Recognized among America’s Top Corporations for Women’s Business Enterprises – Women’s Business Enterprise National Council (WBENC)

Named among Best Employers for Diversity and Best Employers for New Graduates – Forbes
Ranked #4 on CRN's 2023 Solution Provider 500 list for 2023 – CRN, a brand of The Channel Company
Ranked #10 ranking out of 501 premier managed service providers (MSPs) for 2023 – Channel Futures
Earned a top score of 100 for 2023 – Disability Equality Index (DEI)
Ranked #37 in the Global Top 100 IT Vendors list for 2022 – Gartner
CDW and CEO Chris Leahy awarded the CEO Excellence in Gender Equity and Diversity Award – Women Business Collaborative
Honored with Corporate Champion Award – 1871
Recognized as part of World's Best Employers list – Forbes
CDW Canada named Top Solution Provider of the Year – Channel Daily News
CDW received Channel Innovation Award – Channel Daily News

2022
Named in list of the Best Places to Work in 2022 for large U.S. companies – Glassdoor Employees' Choice Awards
Named one of the Best Places to Work for Disability Inclusion – 2022 Disability Equality Index®
Ranked on 2022 MSP 501– Channel Futures
Selected for 2022 list of World's Best Employers – Forbes
Named to World's Top Female-Friendly Companies list – Forbes
Highlighted as part of annual Best Companies for Women list – Fairygodboss
Named to the 2022 Best for Vets: Employers list – Military Times
Named to 2022 Best of the Best Top Veteran-Friendly Companies list – U.S. Veterans Magazine
Ranked #11 of 100 companies for ESG reputation as part of the 2022 RepTrak 100 ESG rankings – Nasdaq
Ranked 9th among large organizations on the Best Places to Work in IT list – Foundry's Computerworld
Received Global Customer Value Leadership Award – Frost & Sullivan *
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2021
Named in list of the Best Places to Work in 2021 for large U.S. companies – Glassdoor Employees' Choice Awards
Named to list of America's Best Employers for 2021 – Forbes
Named as a 2022 Best Places to Work in IT – IDG's Insider Pro and Computerworld
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News

2020
Named as a 2021 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Named a Culture Champion – MIT Sloan Management Review and Glassdoor Culture 500.
CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.

2019
CDW achieved membership in the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies that have procured more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
Named to Future 50 – Fortune
Named as a 2020 Best Places to Work in IT – IDG's Insider Pro and Computerworld
Earned a perfect score of 100 on the Corporate Equality Index – Human Rights Campaign Foundation
Named a Best for Vets Employer – Military Times
Recognized as one of the Best Companies for Women in 2019 – Fairygodboss
Ranked No. 5 on the 2019 edition of the Solution Provider 500 – CRN
CDW Canada named the No. 2 Solution Provider of the Year, and Scalar, a CDW Company, the Top Storage Provider of the Year – Canada's Channel Daily News
Received an Employees' Choice Award – Glassdoor
Named one of America's Most JUST Companies for 2020 – Forbes and JUST Capital
Recognized in Military Friendly Employers list – VIQTORY
Recognized as one of the Top 60 Veteran and Military-Friendly Employers in 2020– Recruitics
Named in list of the Best Places to Work in 2020 for large U.S.

		companies – Glassdoor Employees' Choice Awards CDW Canada named Top Solution Provider of the Year on the Top 100 Solution Providers list – Channel Daily News.	
20	What percentage of your sales are to the governmental sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the government sector over the past three years. 2022 CDW: 10.8% CDW•G: 37% CDW Canada: 10.6% 2021 CDW: 10.4% CDW•G: 26% CDW Canada: 9% 2020 CDW: 16.1% CDW•G: 30% CDW Canada: 9.4%	*
21	What percentage of your sales are to the education sector in the past three years	Below we have provided the percentage of sales for CDW along with its subsidiaries, CDW•G, and CDW Canada, related to the education sector over the past three years. 2022 CDW: 15.2% CDW•G: 42% CDW Canada: 5.2% 2021 CDW: 19.7% CDW•G: 50% CDW Canada: 6% 2020 CDW: 18.7% CDW•G: 42% CDW Canada: 6.6%	*

22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G and CDW Canada actively participate in state, provincial, and cooperative purchasing organizations across Public Sector. Neither CDW•G nor CDW Canada, as a practice, share individual cooperative contracts sales information. A representative listing of organizations and contracts is below. CDW•G: Alabama Joint Purchasing (ALJP) BuyQ National Charter School Contract California Department of General Services (DGS) Laptops/Desktops California IT in Education Association (CITE) Google Workspace CalSAVE Central Indiana Education Services Center (CIESC) County of Riverside – Microsoft E&I Cooperative Services Educational Service Commission of NJ (ESCNJ) Fairfax County Hardware and Software Florida Technology Refresh Program – Seminole State College Illinois Public Higher Education (IPHEC) Internet 2 Consortium Iowa Board of Regents Massachusetts Statewide Contracts – ITS75, ITC73, ITT72, ITS78 Michigan Computing Program (MMCP) Mid-South Independent School Business Officers (MISBO) Midwestern Higher Education Compact (MHEC) Midwestern Higher Education Compact (MHEC) Massachusetts NASPO ValuePoint Audio Video Equipment and Supplies Cloud Solutions Software Value Added Reseller (SVAR) New York City Department of Education (NYC DOE) New York Office of General Services (NY OGS) Omnia Partners Pennsylvania Education Purchasing Program for Microcomputers (PEPPM) Regional Education Media Centers (REMC) Association of Michigan School Project for Utility Rate Reduction (SPURR) Texas Department of Information Resources (DIR) The Association of Educational Purchasing Agencies (AEPA) The Interlocal Purchasing System (TIPS) The Quilt US Educational Technology Purchasing Alliance (USETPA) Wisconsin Counties Association (WCA) CDW Canada: Ontario Education Collaborative Marketplace (OECM) End-User Computing Devices and Services Software License Products and Related Services Networking Products and Related Services Vulnerability Assessment and Penetration Testing Services HealthPRO Contract for the Supply of Clinical Procedure Carts Healthcare Materials Management Services (HMMS) End User Computing Devices and Related Technologies Kinetic GPO RFSO Contract Information Technology Solutions Focused Education Resources End User Computing Devices (EUCD) Agreement IT Professional Services Agreement Ontario Ministry of Public and Business Service Delivery IT Security Products & Services University of Toronto Supply of Apple Products Agreement BCNET IT Professional Services Roster for Cybersecurity Core & Edge Switches - Juniper IT Professional Services Roster for Network Services IT Professional Services Roster for Infrastructure Services Government of British Columbia IT Services Vendor of Record Contracts held by OEM partners under which CDW Canada is enabled: Centre d'Aquisitions Gouvernementales (CAG) Lenovo Infrastructure Agreement Cybera Networking Agreement	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	CDW•G holds GSA Schedule 70, Contract 47QTCA18D004K, open to all federal and civilian agencies, state and local agencies, and public schools in the U.S. Annual sales volume for the past three full years are as follows: 2022: $16,157,839.15 2021: $19,423,532.00 2020: $16,483,017.34	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Hamilton County Schools	David McNish, E-Rate/Tech Purchasing Admin	423.498.6593	*
Ohio State University	Jen March-Wackers, Executive Director, IUC Purchasing Group	614.688.2289	*
San Diego Sheriff's Department	Ashish Kakkad, Chief Technology Officer	858.692.9089	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Government	Government	New York - NY	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$250MN- $500MN	*
Education	Education	New York - NY	Chromebooks and Accessories; Device Refresh; AV Solutions and Installation; Print; Server/Storage; Professional Development; Classroom Furniture; Charging Carts; and Software Solutions	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$100MN to $250MN	*
Government	Government	Pennsylvania - PA	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$193,086,528	*
Education	Education	Illinois - IL	Building Automation Solutions; Software Solutions; AV Solutions and Installation; Server/Storage; Print; Endpoint Security; Chromebooks and Accessories; Device Refresh; Windows Devices; Charging Carts; and Professional Development	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$146,619,213	*
Government	Government	South Carolina - SC	Complete CDW Technology Catalog Offering Covers Category 1, 2 and 3 offerings	Ranging from single, hundred-dollar transactions to enterprise-wide multi-million dollar solutions	$142,166,726	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	CDW•G provides a sales force that is segmented to specifically support the unique needs and challenges of Sourcewell Members in business segments including nonprofit, federal government, state and local government, K-12 education, and higher education. A breakdown of our U.S. sales force is as follows: Nonprofit: We are a technology solutions partner to more than 5,000 nonprofit organizations. 50+ dedicated nonprofit strategists and advisors 20+ nonprofit technology specialists Federal Government: We are the largest reseller serving federal agencies. We are a technology partner to defense, intelligence, and civilian agencies with more than two decades of experience. CDWG is also a trusted integrator of National Security Agency (NSA) Commercial Solutions for Classified (CSfC) program. 299 federal-focused account professionals State and Local Government: We are a technology solutions and services provider to state and local governments, public libraries, and first responders. 202 dedicated account professionals K-12: We are a partner and advisor to more than 15,000 schools including public, private, charter, and parochial. 400 dedicated K-12 account professionals 12 strategists and learning environment advisors made up of former educators, administrators, chief technology officers, and instructional technologists 3 education ambassadors covering state departments of education, K-12, and higher education 8 professional development experts 10 Esports specialists Higher Education: We serve more than 2,800 institutes of higher education including large public university systems, small private schools, technical and trade schools, and community colleges. 198 dedicated account specialists Headquartered in Vernon Hills, Illinois, CDW has 53 offices throughout the U.S. and Canada where CDW•G and CDW Canada sales force support Sourcewell Members. Beyond our executive office and Eastern distribution center in Vernon Hills, Illinois, and our Western distribution center in North Las Vegas, Nevada, our U.S. offices are located in: Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg, with 900+ Sales and Service Professionals. Market coverage is segmented by solutions including, cloud platforms, networking and digital workspace, modern data center, partner management, and managed services. CDW Canada currently works with more than 4,500 actively-buying public sector customers. Presently, there are more than 50 account managers and more than 20 field account executives comprised of advanced technology account executives and enterprise account executives catering to the public sector.	*

27	Dealer network or other distribution methods.	As a leading multi-brand provider of technology solutions and services, CDW•G partners with more than 1,000 original equipment manufacturers (OEMs) and publishers to help ensure customers receive the right technology solution at the right time for the right outcome. Our two distribution centers – Central Distribution Center in Illinois and Western Distribution Center in Nevada – have a combined space of nearly one million square feet with a combined workforce of 570 coworkers. Working 24 hours a day, five days a week, our distribution centers operate more than 5 miles of conveyors feeding a tip-tray sortation system. Our logistics capabilities result in exceptional delivery outcomes for our customers: 94 percent of orders placed by sales shipping within 24 hours; 98 percent bin accuracy rate with product/quantity correct; and 99.3 percent shipment accuracy rate – all contributing to more than 24 complete inventory turns annually. We receive, on average, more than 100,000 units daily via more than 40 tractor trailers with an average value of $20M and proudly boast of our receipt-to-stock time of less than 2 hours. Outbound numbers are equally notable with almost 100,000 units loaded onto more than 30 outbound trailers daily. Nearly all the 3,500 inbound customer returns are processed at Central Distribution Center, with 95 percent of those processed in 24 hours. CDW also maintains facilities in Canada with more than 900 coworkers and can deliver anywhere in the country. We attribute this to our strategic relationships with the industry's top distributors, with locations in Toronto, Mississauga, Calgary, and Vancouver. CDW Canada enjoys proprietary logistics programs with these distributors — which are made available only to CDW Canada customers. CDW Canada has access to more than $500 million in inventory through our distribution partner.
28	Service force.	CDW•G offers full-stack engineering services teams to help accelerate innovation, enhance customer experience, and optimize collaboration while also delivering agility and cost efficiencies. More than 3,000 coworkers worldwide are focused on our integrated technology solutions, including: 1,000 solution architects 2,000 expert engineers 300 software engineers Our service professionals are deployed into all segments. Our focus on technology is demonstrated by more than 15,000 technology and process certifications attained by our coworkers. Sourcewell Members can access support for our services at our 53 offices throughout the U.S. and Canada. Our U.S. offices include Tempe, Arizona; Glendale, Irvine, and San Diego, California; Centennial, Colorado; Shelton, Connecticut; Washington D.C.; Boca Raton and Tampa, Florida; Chicago, Elk Grove, and Rosemont, Illinois; Carmel, Indiana; West Des Moines, Iowa; Overland Park, Kansas; Columbia and Crofton, Maryland; Detroit and Grand Rapids, Michigan; Bloomington, Minnesota; St. Louis, Missouri; Omaha, Nebraska; Holmdel and Cherry Hill, New Jersey; Liverpool and Pittsford, New York; Charlotte, Greensboro, and Raleigh, North Carolina; Cincinnati, Cleveland, and Columbus, Ohio; Portland, Oregon; Greenville, South Carolina; Sioux Falls, South Dakota; Nashville, Tennessee; Austin, Houston, Plano, and San Antonio, Texas; Midvale, Utah; McLean, Virginia; Bellevue and Seattle, Washington; and Appleton, Madison, and Milwaukee, Wisconsin. CDW Canada has 9 regional offices, located in Calgary, Edmonton, Montreal, Ottawa, Etobicoke (HQ), Toronto, Vancouver, Victoria, and Winnipeg. Along with our local branches, we have a network of more than 1,200 services professionals and a fast-growing network of trusted service and solutions partners — all trained to follow the same consistent approach, processes, methodologies, and professional manner of CDW-badged engineers — to ensure Sourcewell Members receive the full attention and resources they deserve. With an eye to future demands and increasing complexities of technology, we have expanded our available services through strategic acquisitions that have magnified our presence as a leading solutions provider. Over the past five years, the following acquisitions have further enabled us to solve increasingly interconnected and complex technology challenges: On February 1, 2019, CDW Canada completed the acquisition of Scalar Decisions Inc., a leading IT solutions provider in Canada. This strategic acquisition expanded our CDW Canada solutions and services portfolio, extended our in-market presence across Canada, and enhanced the value that we deliver to our customers. In October of 2019, CDW acquired Aptris, Inc. (Aptris), a distinguished IT

service management solutions provider and ServiceNow Elite Partner. ServiceNow is a leader in IT service management and digital workflow platform space and is increasingly being used by our customers to drive digital transformation across their organizations. Aptris' talent and expertise further expanded CDW's services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to our customers.

In July of 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development and data orchestration capabilities. The acquisition expanded CDW's cloud-native professional services and deepened its technical skillset.

In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation. The acquisition further strengthened CDW's services capabilities and deepened its consulting expertise.

In March of 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K12 and Higher Education markets. The acquisition enhanced CDW's services and solutions capabilities in education.

In August of 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. The acquisition accelerated CDW's platform for world-leading identity and access management, cybersecurity consulting, and talent development business.

In December of 2021, CDW acquired Sirius Computer Solutions, Inc. (Sirius), a leading provider of secure, mission-critical technology-based solutions. Sirius' services and solutions capabilities in key growth areas, including hybrid infrastructure, security, digital and data innovation, and cloud and managed services enhance the breadth and depth of CDW's services and solutions offerings.

As of February 21, 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in information security, cloud computing, networking, and infrastructure. The acquisition has accelerated CDW's services capabilities and deepened its consulting expertise.

As of June 6, 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services that solve customer challenges and deliver meaningful outcomes through innovative technical solutions. The acquisition has provided additional capabilities to the CDW Public Sector Cloud Services Practice and enables CDW to accelerate its public sector customers' cloud strategies.

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Sourcewell Members place their orders with CDW•G directly through Rubi, our online customer portal. We also accept orders via e-procurement , Purchase Order (email, fax, U.S. mail), leasing, financing, and credit cards. Authorized users use their Rubi account on www.cdw.com to purchase products quickly and easily. Rubi's cart and checkout features enable users to: Quickly add items to their cart for purchase Save time on re-orders Share shopping carts with colleagues Estimate shipping costs with the Shipping Calculator option before checking out Standard Checkout: Users select shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be re-purchased Email the cart to a colleague Create a standard quote Check out using the standard checkout feature Custom Catalogs: Sourcewell Members can view and purchase from CDW's entire online catalog of products on www.cdw.com, or a designated Administrator can create customized catalogs with specific product offerings from which users may purchase. The Administrator can assign rights to specific catalogs to specific groups of users, making it easy for users to select approved products. The Custom Catalogs feature lets the Administrator efficiently create catalogs using one or more established rules. These rules determine what products to include in a catalog based on a variety of criteria including part numbers, past purchases, company favorites, approved products, contracts, or search criteria. Order Status: The Order Status feature of the Rubi portal provides complete order status information with time saving links. This feature enables users to: View all recent orders (from the past month to as far back as three years) Search for a specific order by P.O. number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following criteria: Cancelled All Items Shipped Some Items Shipped Not Yet Shipped Backordered Item(s) Processing Orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to Microsoft Excel with all open orders Initiate a product return
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	The foundation of CDW•G's customer service program is the account team, including dedicated account managers who are the first point of reference for any questions or issues a customer faces. Sourcewell Members have easy access to their account manager through email, phone, text, or online chat. As a backup to their account team, Sourcewell Members have access to CDW•G customer relations, technical support, and site support via online chat, email, and phone from Monday through Friday during the following hours: Orders, Quotes & Availability Online Chat: 8 a.m. to 7 p.m. CT Email (cdwsales@web.cdw.com): Reply within 24 hours Phone (800.800.4239): 7 a.m. to 7 p.m. CT Status, Returns & Billing Online Chat: 7 a.m. to 6 p.m. CT Email (CustomerRelations@web.cdw.com): Reply within 24 hours Phone (866.782.4239): 7 a.m. to 9 p.m. CT Sign In, Password & Settings Online Chat: 7 a.m. to 6 p.m. CT Email (e-account@web.cdw.com): Reply within 24 hours Phone (888.239.7270): 7 a.m. to 6 p.m. CT Technical Support

		Online Chat: 7 a.m. to 7 p.m. CT Email (support@cdw.com): Reply within 24 hours Phone (800.383.4239): 7 a.m. to 6 p.m. CT Managed Services Support Email (CDW-ECC@cdw.com): Reply within 24 hours Phone (866.239.7270): 7 a.m. to 6 p.m. CT Customer relations representatives complete a 6to 8-week training program upon hire, ensuring quality and consistency across the department. We source candidates with customer service experience and a dedicated trainer provides individual and group training. We offer career paths within this department, helping us retain talent and experience. Escalation Plan CDW•G's unyielding focus on customer satisfaction empowers all coworkers with a detailed communication plan, clear escalation path, and issue resolution guidelines and practices to address customer issues and concerns. Should an account manager be unable to resolve any issue, they can escalate promptly, first to their sales manager, then to their sales director, on their vice president, and above. At each step, additional resources are engaged, and data is collected as needed. Sourcewell Members can rest assured that each situation is carefully reviewed and identified promptly to ensure rapid and complete resolution. Following resolution of escalated issues, root cause analysis exercises help determine cause and, when necessary, identify preventative measures such as training or system edits that can be put into place promptly. Post-sales escalations, such as tracking lost packages, submitting claims to carriers, and closing the loop on any Return Merchandise Authorizations (RMAs) and dispatching replacements for damaged or defective products, etc., are resolved through CDW•G's customer relations representatives. Customer relations supervisors execute reviews on all customer relations representatives' activity at the end of the day to ensure customer issues are handled promptly and thoroughly. Customer relations Quality Analysts review 20 cases per customer relations representative per month to monitor quality metrics, identify and share best practices, and suggest updates to processes or training. Customer Service Metrics Excellence in customer service is a top priority for CDW. We have quality controls and metrics in place to ensure high quality standards across the organization. We track and monitor a variety of service metrics and ratios daily to ensure we provide continuous, high-quality customer service. We adjust and evaluate process changes, as needed, when we see increased volume of a particular issue. Loyal customers are the backbone of our business. CDW understands that loyalty hinges upon the quality of the end-to-end experience with us. Since 2000, with our Customer Feedback Program, we issue a semi-annual survey which gathers experiential information on customer-facing departments including shipping, customer relations, and the customer's Sales team. Customers assess key touch points and high-level company characteristics. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, a specialist from CDW's Quality Assurance team will contact the customer to determine the reason for their unsatisfactory response and offer additional action to rectify the problem. We also issue weekly surveys to provide real-time feedback that assist new customers and those with fewer employees. As a testament to our dedication to customer service, CDW is a past winner of the Forrester Groundswell Award for B2B Listening. Recent results based on a percentage of Excellent/Very Good ratings show: • Overall Performance Account Manager: 85 percent • Customer Service Staff: 82 percent • Delivery Process: 81 percent *Scale: Excellent, Very Good, Good, Fair, Poor	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in the U.S. In addition, we have the capabilities to support those entities should they have international needs, such as colleges and universities with global campuses. We operate from four international hubs, and each year export to more than 150 countries.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	CDW•G is willing and able to provide our products and services to Sourcewell participating entities in Canada. As with our U.S. offerings, we offer support to those that may have international locations and needs.	*

33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas of the United States or Canada that CDW•G is unable to support.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	CDW•G is proud to serve all participating entity sectors served through the current and proposed contract, including customers in the government, education, and not-for-profit sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Participating entities in Hawaii, Alaska, and in U.S. Territories have full access to CDW•G technology solutions and services with no specific contract requirements or restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	CDW•G understands and appreciates Sourcewell's vision to 'provide leading solutions that empower community success.' CDW•G has dedicated marketing teams that align with our public sector business units that develop and execute demand-generation marketing strategies and programs. The marketing team leverages marketing technologies to create virtual events, emails, and digital campaigns designed to build awareness, develop customer engagement, and generate demand for products and services by nurturing leads to conversation. With contract-specific targeted strategies, combined with industry-standard best practices, actions, and activities, CDW•G delivers a comprehensive contract marketing and support plan positioning us to serve Sourcewell Members across the U.S. and Canada. Actions already in place for our current Sourcewell Technology Catalog Contract will continue uninterrupted, for compounding benefit. Our contract marketing strategy includes advertising and cobranding efforts, event attendance and support, publications and social media, purposeful contract launch, and focused contract growth and success efforts, each of which are detailed below. Advertising and Cobranding. A holistic marketing strategy focuses on the solution capabilities of CDW•G's Sourcewell portfolio of products and services. We work with internal and external marketing teams to profile CDW•G and partner-delivered technology products, services, and solutions. Custom contract and portfolio flyers are created for all business units and include detailed contract benefits and CDW•G contact information. Event Attendance and Support. CDW•G sponsors, attends, and presents at national, statewide, and local events focused across the Public Sector – Federal Government, State and Local Government, K-12 and Higher Education, and Public Safety, with audience-specific messaging, training, and education opportunities. We proudly display our Sourcewell materials and engage with customers to help them see the value of our contract solutions. A representative sample of large events where we market Sourcewell includes: Future of Education Technology Conference (FETC); EDUCAUSE; National Association of Education Procurement (NAEP) – National and Regional, State-based Digital Government Summits; National Sheriff's Association (NSA); National Police Association (NPA); and the International Society for Technology in Education (ISTE) Publications and Social Media. CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State Government (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education). These publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services. Working with our marketing teams, we will identify opportunities to profile Sourcewell Members' path to success with current challenges and solutions. Focused Contract Growth and Success Efforts. Dedicated resources from CDW•G Strategic Programs oversee outcome-based actions and activities to support continued growth and success for our Sourcewell portfolio. Actions and impact are tracked across sales and customer engagement. CDW•G Strategic Programs is actively engaged with developing and delivering customer-facing webinars on myriad topics, including by not limited to cyber and physical security, esports, professional services, wireless solutions, and more. The team also develops topical marketing campaigns across business units, analyzes customer spend (high, midrange, and low) to tailor customer outreach messages, and works with internal teams to ensure the CDW•G Sourcewell Member webpages are maximized.	*

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	To help enhance marketing effectiveness, the Marketing team has developed digital programs that include digital events and campaigns that resonate with target audiences to drive higher engagement and optimize coordinated marketing and sales efforts. CDW•G uses Twitter, Facebook, and LinkedIn as additional avenues for marketing, education, updates, and general communication with Sourcewell Members. Active social media helps users stay informed with links, posts, and articles of interest in the way that they choose to receive information. CDW•G employees are educated on and encouraged to be active in social media; our Social Squad pushes customized content of interest to and through social media outlets including relevant articles, emerging technology news, information on available contracts and upcoming events in customer-specific markets. The Marketing team actively track and reports digital engagement. We also provide Sourcewell Members with access to CDW's curated information repository with more than 2,000 entries and counting across topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Sourcewell Members may be directed to CDW's Research Hub (www.cdw.com/content/cdw/en/research-hub.html) stocked with meaningful and timely information delivered in the form of articles, interviews, step-by-step instructions, product information and comparison sheets, and presentations to help more clearly define a solution available through Sourcewell. Authored by our subject matter experts, articles help customers navigate and digest the overwhelming amount of data that comes at them every day as they work to define and understand technology solutions and services. Using tools like Kronologic – enabling AI-powered meeting scheduling – allows CDW•G to tailor messages to Sourcewell Members by customer set, topic, solution, and even time of the year. Messages include access to the dedicated account manager's calendar, which allows Sourcewell Members to schedule meetings at their convenience. Kronologic takes the guess work out of scheduling and even sends reminders and updates. A recent CDW Kronologic campaign enabled 800 meetings for 200 account managers in one week.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A key role for Sourcewell in promoting contracts arising from this RFP is maintaining an up-to-date website including detailed contract and contract information. This provides an easy way for Sourcewell Members to understand the contract offerings as well as connect with contract holders such as CDW•G. We also believe that participation in a variety of opportunities for connection – from conferences, such as H20 and Room to Grow, to webinars and podcasts – provides key chances for cobranding and introductions. Sourcewell also offers a state-of-the art recording and broadcasting studio, which can offer unique capabilities in promoting the contract to a wider audience. As a current partner, CDW•G is already experienced in promoting the Sourcewell contract. We intend to quickly integrate any updates or changes related to the new contract, utilizing tools like contract launch activities, with our CDW•G and CDW Canada operations.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	CDW provides its technology solutions through e-procurement in the form of Rubi, which represents the evolution of our customer portal, online account center, and the digital enablement of our customers. Rubi supports governmental and educational customers and serves as a trusted digital advisor to Sourcewell Members, helping them plan, procure, and manage assets across their technology lifecycle with greater confidence and less complexity. From one central portal, configurable for relevance, Sourcewell Members can simplify the ordering process, access industry knowledge, and collaborate with technology experts to take more informed action on investments. Key features and functions of Rubi include: Action Items: Receive reminders and notifications on new quotes, order approval requests, expiring payment methods, and more. Orders: View order status and keep tabs on what has shipped, is pending, awaits approval or is on backorder. Shipment Tracking: Drill down into process orders and access tracking numbers and ship status. Research Hub: Tap into industry insights to learn about the latest technology trends and solutions. Rubi Mobile App: Act on quotes and purchases, view and track orders, and approve orders from anywhere with this additional option. Through the Security Settings feature, Rubi provides Sourcewell Members an efficient method for granting users control of and access to specific website features and information. This feature enables Sourcewell Members to: Assign roles, restrictions, and permissions to individual users and groups of users. Grant users access to all products CDW•G offers or only to specific catalogs. Allow users to view only their quotes, orders, and purchase history. Grant users' rights to view multiple accounts. Assign responsibility for following established workflows as a purchaser or approver. Grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and	

		Security Settings. Using Rubi, Sourcewell Members have complete visibility into their technology history and the ability to access multiple features and complete tasks including: Contacting their CDW•G team Placing orders Searching order history Managing assets Administering order approval workflows Defining and governing technology standards Viewing contract pricing The Rubi homepage can be configured to a Sourcewell Member's needs, saving time and putting the most important decision-making information at their fingertips, including: Managing subscriptions Managing quotes Streamlining repeat purchases (bundles and favorites) Approving orders Rubi also provides key insights to Sourcewell Members to help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. These include: Estimated time of arrival/inventory/supply chain insights to support implementation Order tracking Order status Current CDW Research Hub information The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers will assist in enabling administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system After purchase, Rubi allows Sourcewell Members to manage their hardware, software, and subscriptions purchased from CDW·G in the Asset Hub section of their Rubi portal on cdwg.com. The Asset Hub experience includes: An asset overview page that shows a view of hardware and software assets purchased from CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across their hardware assets based on type, brand, asset age, and more. Additionally, Sourcewell Members can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, prior orders, and can also re-purchase quickly by using the "Buy Again" button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also access and filter a list of software assets and click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally, from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Through our highest-level partnerships with leading OEMs, publishers, and service providers, CDW•G works to facilitate product, equipment, maintenance, and operator training programs that are customized to the needs of Sourcewell Members. These training programs are designed to deliver the exact skills customer teams needed to lead, support, and maximize the value of technology solutions in today's environment. As an example, and specific to CDW Education, our Learning Environment Advisors and Education Strategists help educators maximize the power of technology in the classroom with Blueprint to Design, a no charge consultation that provides a formal deliverable outlining the ideal learning environment combining technology and classroom infrastructure. In addition, we connect schools with leading-edge technology training available through our partners including the Palo Alto Cybersecurity Academy, available at no charge with complete curriculum and student exercises, and similar programs focused on professional development and academic enrichment. Any training program delivered is optional and based on the needs and/or requests by a Sourcewell Member, and costs are based on a variety of factors such as size and scope.	*
41	Describe any technological advances that your proposed products or services offer.	Aligned with leading technology solution providers from around the globe, CDW•G helps Sourcewell Members stay on track by co-developing emerging technology strategies. These strategies help give better insights into solution delivery, process optimization, and more. The CDW Emerging Tech practice helps Sourcewell Members enhance their technology experience, improve workplace safety, and reduce overhead costs. When technologies like the Internet of Things (IoT) are used with existing infrastructure, organizations can use Emerging Tech to help achieve business goals, drive innovation, and open doors to new solution strategies enabled with technology. Through Transformation Workshops, Sourcewell Members work with CDW•G subject matter experts to better understand data needs, determine return on investment, and evaluate foundational infrastructure to determine if any technical components should be retired, evolved, or added. Two public sector examples of CDW•G's commitment to maximizing advances in technology products and solutions are detailed below – Public Safety and Esports. Public Safety. Technology has come a long way from being merely a convenience to being a must-have for public safety. Today's offerings can raise operational efficiency, ease the constraints of distance, speed critical communication, and heighten safety for everyone. But transformation can be difficult. Between technology's rapid-fire changes and public safety's inherent rules, needs and challenges, Sourcewell Members need a special kind of knowledge to make IT perform — without having to be an expert. CDW•G's Public Safety Technology Strategists help guide customers to the most impactful choices – addressing requirements, policies, and strategies, with outcome-based design and implementation. Our public safety capabilities include: Video. Cut travel time. Create force multipliers. Raise situational awareness and speed response. Do remotely what was once possible only in person with solutions that include in-vehicle video, capture, and management; body-worn cameras; interview room monitoring; fixed security; surveillance; analytics; collaboration and telepresence; and case management. Mobility. Accelerate collaboration and communication from anywhere with mobile data; laptops and tablets; data collection and scanners; mobile printing; GPS and automatic vehicle location; mobile access routers; Wi-Fi solutions; advanced authentication; VPN and mobile software; and cloud solutions. Data Center. Support growing data loads. Ensure enough bandwidth for increasingly complex communication. Keep it all secure with solutions that include servers and storage area networks; hyperconverged infrastructure; backup and recovery; virtualization; cybersecurity; unified communications; enterprise wireless; alert and mass notification systems; and power and cooling. Esports. With years of experience and deep partnerships with leading gaming manufacturers, CDW•G partners with Sourcewell Members to help develop a comprehensive Esports solution. Handling the data center, networking, Esports arena design, and game streaming, CDW•G can help with every step of the Sourcewell Member's Esports program. Regardless of if the institution is just getting started with Esports or if they are looking to take their game to the next level, we offer solutions for all Esports IT needs. CDW•G Esports Consultation Services. Our Learning Education Specialists, all with hands-on experience in educational settings, offer solution consultation sessions with Sourcewell Members across K-12 and Higher Education to help design and implement purposeful, outcome-driven Esports solutions – from competition-ready hardware, to Esports spaces, infrastructure, professional and managed services, and more. CDW•G's Esports in Education team is here to assist with all Esports needs. As a value add for working with CDW•G, the team can assist with: Presentations to build stakeholder support School-level consultation Clinics and curriculum design through our partnership with North America Scholastic Esports Federation (NASEF)	*

		NASEF Partnership. CDW•G's partnership with the North America Scholastic Esports Federation provides deep benefits to Sourcewell Members. NASEF's mission is to "provide opportunities for ALL students to use Esports as a platform to acquire critical communication, collaboration, and problem-solving skills needed to thrive in work and in life." In addition to the knowledgebase, they provide for Esports programs, their approach to the Esports ecosystem is clearly aligned with Sourcewell's vision and mission to provide leading solutions that empower community success. Cloud and SaaS Management: Inscape is a CDW built cloud and SaaS management platform that is designed to increase productivity, reduce costs, and improve your security posture regarding your Microsoft, AWS, and GCP investments. Inscape helps customers discover, manage, govern, report, optimize, and adopt these investments by consolidating many tools into one—the art of cloud management. These services include: Inscape Cloud Management: Gives you visibility into your cloud spend with CDW. You can monitor costs, spot trends, create and manage budgets with custom alerts based on your Microsoft 365, Azure, and AWS cloud spend and get cost saving recommendations. Inscape Anomaly: Get quick, cost anomaly alerting and prediction for your Azure, AWS, and GCP environment. Inscape Microsoft 365 Management: View reports and get insight and control over licensing, permissions, security risks, and threats. Inscape Team Captain: This service will help you with governance around your Microsoft Teams environment. Inscape Productivity Insights: Easy to pull reports of your team's productivity in Microsoft Teams and Outlook. Inscape Adoption: Self-help portal to aid you in the dual challenges of Adoption and Change Management. Inscape Training: Includes 2500+ Office 365 training videos, quizzes, gamification, and the ability to add assignments.	
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	CDW, and CDW•G by extension, is committed to being a good steward of the environment and of our earth's natural resources. Our environmental policy and Environmental Management System underpin the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency and waste reduction. Notable highlights included: Created our cross-functional, geographically diverse Climate Task Force to drive greater climate awareness. This group worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans. At our two U.S. distribution centers, we outperformed our waste diversion goal of more than 90 percent for the fourth year in a row and recycled thousands of tons of packaging material, cardboard, and paper. Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency. Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used, to benefit the environment and protect the security of users' data. Maintained environmental management system and energy certifications in the U.S., Canada, and U.K. Attained ISO 14001:2004 Certification in Canada We have environmental programs at all CDW facilities. All CDW distribution centers (two in the U.S. and one in the U.K.) and two of our U.K. offices hold ISO 14001 certifications, the international standard for Environmental Management Systems. Additionally, our largest office locations globally, as well as our U.K. distribution center, have energy certifications – LEED in the U.S. and Canada, BOMA in Canada, and BREEAM/REGO in the U.K. These certifications provide frameworks for monitoring and enhancing our programs. Additionally, our remote deployment services promote efficiency and productivity while reducing our environmental impact. We track our energy usage and continue to seek ways to drive further efficiency. As part of our ISO 14001 environmental management certification, we identify, assess, and plan for implementation of additional energy efficiency improvements. We take sustainability factors and energy certifications into consideration when we evaluate new real estate options. Our energy efficiency measures include indoor and outdoor LED lighting, motion sensor lighting, and conveyor systems in our distribution centers that turn off in response to inactivity, and "smart" HVAC systems that adjust according to business hours and seasonal temperatures. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98 percent of our U.S. shipments are delivered by carriers enrolled in the U.S. EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation	*

efficiency, and more than 72 percent of our U.S. shipments are handled by carriers with climate goals. CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services.

Given the non-manufacturing nature of our operations, our facilities do not represent a significant carbon footprint. In fact, our Scope 3 (value chain) greenhouse gas emissions represent the vast majority of our total greenhouse gas emissions. We regularly report our Scope 1, 2, and 3 greenhouse gas emissions. The development of our SASB and TCFD disclosures have enhanced internal awareness of our climate impact, a fundamental step in the decarbonization journey. By completing our greenhouse gas inventory across our value chain, we are learning more about our best opportunities for further carbon reduction.

CDW is committed to supporting sustainability and responsible consumption through materials efficiency and a reduction in waste to landfills. With a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: 1) reducing distribution center waste from packaging and other materials, and 2) managing electronic waste. In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents when used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

CDW Canada became one of Cisco's first Canadian partners to receive the Cisco Environmental Sustainability Specialization. CDW Canada was recognized for its commitment to reduce material consumption and waste. To be eligible for this distinction, the CDW Canada team completed required Cisco-delivered courses, passed all corresponding requirements, and signed Cisco's sustainability pledge. With this recognition, Cisco and CDW work together to support each other's sustainability progress, meet government mandates, and provide additional customer opportunities through mutually sustainable business practices.

43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Given our role in the technology sector as a leading multi-brand solutions provider, CDW•G's greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their Environmental, Social, and Governance (ESG) goals and priorities. In 2022, CDW was recognized by EcoVadis with a silver sustainability rating for having a top-tier sustainability management system, finishing among the top 25 percent of companies scored. We have made it easier for our sales teams and customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products. CDW•G has our own internal policy for recycling universal waste. We do not take back old equipment from customers; however, we direct customers to industry-leading service providers for trade-in and ITAD programs. ITAD services include but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to Sourcewell Members, including: Logistics services for quick and efficient removal of equipment from client facilities Device pickup including palletizing equipment, shrink wrapping, and transport Document of Liability Transfer provided to indemnify client from any environmental liability Ensure removal of all client information and software from electronic media and assets U.S. Department of Defense (DoD)-compliant erasure services in full support of government standards EPA-approved disposal Zero-landfill policy Complete serialized reporting available via a website CDW•G also offers customers, through our Printer Supplies Program, complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through: Ongoing measurement of paper consumption Custom paper footprint and forest impact insights Opportunities to automatically "releaf" forests through reforestation projects of the customer's choosing Since CDW joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforestation of more than 140,000 trees. Additionally, our IT teams in the U.K. have implemented a "Pin to Print" program across all offices and warehouses, enabling enhanced print queue management to reduce wasted print jobs. CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	CDW•G understands and appreciates that Sourcewell and Sourcewell Members promote and support diversity and local business initiatives through this procurement process. As a large business, CDW actively works to create a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. Based on our experiences serving customers across the public sector in the U.S. and Canada, diversity initiatives vary widely and may not always be met by a single certification. CDW•G supports Sourcewell Members in meeting their unique diversity goals with access to our robust diverse supplier network, with partners holding varied certifications, including: Minority-Owned Business Enterprise (MBE) Women-Owned Business Enterprise (WBE) Lesbian, Gay, Bisexual, Transgender-Owned Business (LGBT) Minority-Owned Small Business (MOSB) Women-Owned Small Business (WOSB) Small Disadvantaged Business (SDB) 8(a) Small Business Veteran-Owned Business Enterprise (VBE) Veteran-Owned Small Business (VOSB) Service-Disabled Veteran Owned Small Business (SDVOSB) Historically Underutilized Business Zone (HUBZone) Business and Supplier Diversity Launched in 2007, CDW's Business Diversity program goals are to increase procurement	

opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, service-disabled veteran-owned, and other small, disadvantaged businesses. Since that time, CDW diverse spend has risen to $25 billion since the program's inception, which has been accomplished by building relationships with qualified small, diverse businesses to assist us and our customers in meeting diverse procurement goals.

Currently, CDW has more than 1,300 partnerships with minority, women-owned, veteran-owned, and other small, disadvantaged businesses including, but not limited to product manufacturers, distributors, and service providers that can be leveraged to help meet the needs of Sourcewell Members.

Highlights from our Business Diversity program over the past four full calendar years (2019-2022) include:

In 2022:
CDW's overall diversity spend peaked at $3.6 billion with small, diverse suppliers.
CDW was included in the 2022 America's Top Corporations for Women Owned Business Enterprises
CDW is a 2022 Best of the Decade honoree. These corporations are the best-of-the-best in supply-chain diversity, excelling in their staunch commitment to minority business development and inclusion. This prestigious list celebrates outstanding supplier diversity programs that consistently drive progress and incomparable innovation in the supply chain.

In 2021:
CDW's overall diversity spend exceeded $3.4 billion with small, diverse suppliers.
CDW more than doubled the size of its business diversity team to establish greater engagement with local suppliers in our customers' communities.
CDW was included in the Top Veteran-Friendly Companies by US Veteran's Magazine.
CDW was recognized by Black EO Journal – Best of the Best as a Top Supplier Diversity Program.

In 2020:
CDW's overall diversity spend exceeded $2.6 billion with small, diverse suppliers.
Minority Business News (MBN) Diversity presented CDW with its award for 2020 Supplier Diversity Program of the Decade.
The National Veteran-Owned Business Association bestowed CDW with its Best Corporation for Veteran's Business Enterprises Program award.
CDW was honored by both Forbes and the Human Rights Council (HRC) foundation for our diverse and inclusive culture. In Forbes' Best Employers for Diversity, CDW came in at #84 out of 500 companies overall, and in the top five of the 27 Illinois-based organizations on the list. The HRC Foundation named CDW one of the Best Places to Work for LGBTQ Equality as it earned a 100% on the Corporate Equality Index.

In 2019:
CDW's overall diversity spend exceeded $2 billion with small, diverse suppliers.
CDW became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of U.S.-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.
CDW was recognized as a Best of the Best in Supplier Diversity Program by US Veterans Magazine.

Another aspect of the CDW Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities. CDW is a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW supports additional organizations across the U.S. and Canada including the National Veteran Owned Business Association and the National Gay and Lesbian Chamber of Commerce. In addition to financial contributions and support, CDW also engages on advisory councils, attends and hosts events, and provides resources and subject matter experts to support the organizations' focus on continued growth and success.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	CDW•G has taken a proactive and specialized approach in the last several years in expanding and improving our offerings to Sourcewell Members by industry. This has involved looking at specific technology trends, understanding customer priorities, and offering turn-key solutions in the following segments and solution areas: K-12 Education Device Ecosystem Classroom Transformation Cybersecurity Networking Infrastructure School Safety Higher Education Student and Institutional Devices A/V Transformation Connected Community Hybrid Infrastructure Cyber and Physical Security State and Local Government Cybersecurity Program-Based Accounts Public Safety Device Transformational Government We have focused efforts on developing technology solutions for each of the above segments that ensure the right outcomes for our customers. An example is CDW·G's mature practice for providing devices to K-12 districts nationally. CDW·G has built a comprehensive solution for K-12, based on the lifecycle of the purchase, that includes the following capabilities and services: Device roadmaps to help each district understand the industry landscape, technology advancements, and features that should be considered when selecting a device for student or institutional use. Consulting sessions with a CDW Education Strategist to provide guidance on technology adoption for increased learning. Robust portfolio of professional development partners. Best practices for defining technology standardization with each district. Project management aligned to supply chain and to ensure large device rollouts are successful and on time. Pre-shipment device configuration to provide low/no touch devices for district IT staff. Local warehousing and local deployment services, including last-mile delivery. Maintenance and break-fix solutions to ensure high availability of devices. Asset disposition and buy-back options to enable a district to compliantly dispose of student devices at end of life, along with the potential of securing funds that can be leveraged for replacement technology. As a result of CDW-G's practice built for K-12 devices, CDW·G provides 1 in every 3 Chromebooks to students across the U.S. annually. It is also our #1 solution under CDW·G's existing Sourcewell agreement.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

46	Do your warranties cover all products, parts, and labor?	As a solutions provider, CDW•G does not manufacture products, however, all purchases made by Sourcewell Members, where applicable, include the manufacturer's standard warranty. Terms of warranty coverage can and do vary with each OEM purchase, and details for each product warranty are available through an account manager or online at www.cdwg.com. CDW•G does offer additional warranty coverage options for products whose standard warranty alone does not meet Sourcewell Members' needs. This includes extended IT warranties, data center maintenance, maintenance contracts, and custom support plans. We recommend Sourcewell Members work with their account manager to determine the best option to determine the best additional warranty solution for their purchases. In instances where a Sourcewell member may have multiple warranties – which may have different lengths of time and different end dates – from multiple OEMs, CDW•G can offer Maintenance Contracts to simplify warranty coverage. Maintenance Contracts are easily manageable service contracts that cover all IT equipment, regardless of manufacturer, with just one expiration date and a single point of contact for repairs. This contract can also be prorated as you add or delete equipment. Benefits of a Maintenance Contract include: Easy to manage equipment coverage A single point of contact for repair service Multiple response times available on the same contract Flexibility to add or remove equipment as needed Parts and labor included Multiple contracts consolidated Annual or multi-year contact options	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Not only does CDW•G not impose usage restrictions or other limitations on our warranty services, we enhance coverage options for Sourcewell Members through our available warranty extensions and uplifts. While customers often choose the standard OEM warranty for their purchase, in instances where it is not sufficient, we offer competitive solutions to augment the warranty, minimizing risk and ensuring ongoing performance. Solutions included in our portfolio to support Sourcewell Members include: Warranty extensions and upgrades Post warranty support Accidental damage protection Maintenance Contracts Post-sale technical support Product and certification training Onsite repair Help desk services As part of our commitment to supporting Sourcewell Members throughout their technology lifecycles, we continue to communicate post sale to ensure warranties continue to meet Sourcewell Member needs.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Both standard manufacturer warranties and extensions of OEM warranties are typically inclusive of all warranty repair services being purchased. In some instances, services may fall outside of the OEM warranty options stated above. In these specific cases, services performed need to be outlined within a statement of work (SOW) and mutually agreed upon by all parties. If so, there will be very specific language around such warranties, travel time, and mileage for any on-site work. Any incremental warranty costs for technicians' travel time and mileage to perform warranty repairs are disclosed at time of quote.	*

49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Our ability to provide certified technicians across geographic areas is driven by the warranty coverage selected by the Sourcewell Member. In most cases, warranty support is fulfilled directly by the manufacturer and will vary on a case-by-case basis. Should a Sourcewell Member opt to enhance the standard manufacturer warranty, CDW•G has access to certified resources through in-house technical and strategic local partnerships across the U.S. and Canada. We are committed to coordinating OEM warranties, CDW•G resources, and our services partner ecosystem to address the needs of Sourcewell Members. We will continue working with Sourcewell Members to identify the best-value solution regarding warranty coverage; response times and service-level agreements (SLAs) may vary by location. Sourcewell Members can be confident they will know what they are buying and will be provided with clear instructions on the coverage and how to activate warranty claims.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In instances where Sourcewell Members choose the standard manufacturer warranty, the responsibility for warranty services on those items is with the manufacturer. To ensure manufacturer warranty expectations are met, CDW•G has a defined escalation process with our partners to ensure technical support is provided by the manufacturer according to the agreed upon SLAs. In those instances where CDW•G provides enhancement to the standard manufacturer warranty, we take responsibility for meeting agreed upon SLAs and delivering the full customer experience.	*
51	What are your proposed exchange and return programs and policies?	Should Sourcewell Members require an exchange or return, CDW•G requires an RMA number for all returned merchandise. All products must be returned 100 percent complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. All returns should be initiated within 30 days of the date of invoice. For returns initiated after 30 days, fees may apply. Sourcewell Members should engage their account manager for any questions, issues, and concerns around support. By contacting their account manager to initiate the return process, Sourcewell Members will receive individualized support that ensures the best outcome. CDW•G account managers, and our customer support teams, facilitate and track all returns and deal with RMAs daily. CDW•G also offers Customer Relations service at 866-SVC-4CDW or at customerrelationsreturns@cdw.com for customers to obtain an RMA before shipping product back to CDW•G. When returns cannot be made directly to CDW·G, a Sourcewell Member's account manager can advocate on their behalf with the OEM regarding exchanges, returns, or any aspect of their IT investment. However, in all instances when CDW•G makes an error, we will cover return costs. Credit is issued the following day after the product is received into our warehouse. Credit form is based on the initial method of payment. Credit card refunds will be issued back to the credit card. Net terms refunds will be placed on the account for the customer to use towards invoices or a Sourcewell Member can request a check be sent to them.	*

52	Describe any service contract options for the items included in your proposal.	In addition to services included with purchase, Sourcewell Members may choose from a range of service options available through CDW•G (fees may apply), including the following offerings: A collaborative warranty support service backed by select valued OEMs for faster resolution and a more personal experience. For Sourcewell Members' software, licensing, and hardware devices, CDW•G takes the first call to resolve the issue and, if needed, provides an onsite break/fix replacement. If escalation to the manufacturer is needed, CDW•G does that on the Sourcewell Members' behalf. An extended service/help desk, where a phone number is provided to engage and provide support. This option is useful for Sourcewell Members who may not have a robust IT support program and seek a third-party solution. Technical support (U.S.-based help) for five years from purchase through either phone or chat (Monday through Friday from 7a.m. to 6 p.m. CT) or email (reply within 24 hours). CDW Product Protection through Safeware, a fully licensed insurance agency as well as a Third-Party Administrator. Services feature extended warranty and service plan solutions, covering many types of hardware products, including laptops, tablets, and printers/scanners. Cisco SMARTnet Service, an award-winning technical support service that gives Sourcewell Members' IT staff direct, anytime access to Cisco experts and online self-help resources required to resolve issues with most Cisco products. Our dedicated Cisco SMARTnet team has 56 specialists – the largest such team in the industry – with more than 570 combined years of experience working with SMARTnet contracts. We have in-depth knowledge of Cisco's internal SMARTnet tools and can also provide support with contract consolidation, co-terming all assets and net new, site consolidation, decommission gear, and customized pain point resolution. CDW•G's exclusive web portal, SMARTtracker, will streamline the management of your SMARTnet Total Care contracts 24x7x365, not just at renewal time. SMARTtracker is a key strength of our offering that provides value-added benefits when combined with the expertise and support of our SMARTnet Total Care Specialist team.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

53	Describe any performance standards or guarantees that apply to your services	To best meet services performance requirements for Sourcewell Members, we follow a service-level management approach using industry best practice standards, processes, and metrics. Based on our 20+ years of working with a diverse set of customers, we have applied lessons learned to develop a specific service-level management approach to measure results, provide reliability, and ensure that communications and IT services are meeting the agreed upon Service Level Agreements (SLAs). With each performance-based solution, Sourcewell Members work with their dedicated account team to create agreed upon, measurable performance standards and guarantees, outlined within a Statement of Work. The key to performance management is the application of the right governance to the program to ensure the necessary resultant behavior and delivery outcomes. The CDW service manager is how and where governance happens across the enterprise. The service manager ensures service levels are receiving the appropriate attention and that all owners of service levels are held accountable for performance. Methodology components include the following: Ensuring a set of standard processes is used, such as IT Infrastructure Library (ITIL) Ensuring a set of standard tools is used, such as ServiceNow Ensuring all accountable parties are educated and understand their level of accountability on SLAs, including individual contributors, team leaders, managers, and executive leadership Ensuring metrics are met and maintained and providing additional reporting on real-time or relatively real-time performance information Conducting meetings, including a daily operations meeting to review high-impact incidents, weekly aging incident ticket review meetings, and weekly aging request ticket review meetings to ensure the appropriate visibility is brought to the current performance and any corrective measures for underperforming are begun as quickly as possible Driving the core ITIL processes and bringing visibility to non-compliance with processes and/or SLAs Communicating monthly performance and developing improvement plans for any metrics that were not successfully remediated before month-end reporting	*

54	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Analyses of Service Levels. CDW provides service-level management and reporting, as well as monitors the efficiency and effectiveness of the operations. We also monitor program performance against program performance levels, including Key Performance Indicators (KPIs), as mutually agreed, prior to project start, by systematically and regularly: Monitoring all performance levels for those that are not maintaining the pace required to meet the performance threshold — we will examine root causes, perform risk mitigation/preventive action, and develop a corrective action plan Generating daily operational reports monitoring against service levels at a given time Reviewing aging reports for all issues that are close to or have exceeded the resolution target Monitoring KPIs that contribute to meeting a service level; for example, we measure how long it takes us to acknowledge a service desk incident, and if it takes us three hours to acknowledge the issue and we only have four hours to resolve it, we can surmise the SLA may not be met Monitoring alerts, such as incident resolution times, automatically generated by the ticketing system Corrective Action. CDW executes a formal corrective-action planning-process for deficiencies discovered during reviews. We assign each corrective action to an owner for resolution and provide oversight to the process by our service manager. Preventive Action Uses standard tools and processes to detect, analyze, and eliminate potential causes of performance standard or service-level non-compliance Ensures that system performance and availability continuously anticipate capacity needs, including adjustments for seasonal demand Analyzes historical data regarding usage volumes and peak processing periods and communicate with the program offices regarding new initiatives and other factors that may have an impact on system usage Develops plans and takes action to address these changing infrastructure needs Root Cause Analysis Proactively produces trends that could lead to less-than-optimum performance by taking preventive action measures to improve the area in question Analyzes the performance in support of each performance standard and/or service level, identifying positive or negative trends, and works with project staff to perform a root cause analysis of negative trends to develop a corrective action plan to correct deficiencies and identify best practices that can be leveraged across the project Provides follow-up verification to ensure that the action was effective in addressing the root cause Monitors performance statistics to ensure the corrective action plans are effectively implemented Provides a defined escalation path for corporate-level oversight of performance issues and corporate support of corrective action plans; once an issue is resolved, CDW·G will communicate improvements to other activities and groups, as applicable Continuous Improvement Provides a metrics-driven continuous improvement approach, focused on improvements to ITIL service delivery and service support to achieve increasing levels of performance against SLAs Uses automated tools combined with trend data for monitoring and root cause analysis to identify the high-priority areas for improvement and take immediate action	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	

55	Describe your payment terms and accepted payment methods.	CDW•G's standard payment terms are net 30 days from the date the invoice is issued. CDW•G accepts payment through: Credit Cards* (American Express, Discover, MasterCard, Visa) Checks Electronic Data Interchange (EDI) Electronic Funds Transfer (EFT) Procurement Cards (P-Card) *With a credit card order, CDW•G requires the credit card information at the time of order. Please note that we do not accept credit cards for term accounts. The mailing address for payments is: CDW Government LLC 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	CDW•G can facilitate an agreement between Sourcewell Members and a variety of leading financing companies to help ensure leasing terms to fit the unique needs and budget requirements of those Sourcewell Members. Depending on technology needs, Sourcewell Members can secure a leasing program with maximized options and terms. Premier leasing partners include: Arrow Capital Solutions Cisco Capital Dell Financial Services HPE Financial Services Lenovo Financial Services LEAF Commercial Capital, Inc. Preferred leasing partners include: Acer Finance Apple Finance De Lage Landen (DLL) Microsoft Finance PNC Bank US Bank Our account managers and certified technology specialists are prepared to assist with every phase of choosing and leveraging the right financing or leasing solution for the IT environment of Sourcewell Members. This collaborative process between CDW•G and Sourcewell Members includes the following steps: 1. An initial discovery session to understand goals, requirements, and budget 2. An assessment review of the existing environment and definition of project requirements 3. Detailed vendor evaluations, recommendations, future designs, and proofs of concept 4. Procurement, configuration, and deployment of the final solution 5. Ongoing product lifecycle support including proactive notice of lease expiration and asset disposition Financing/leasing is available on a per-deal basis, or in many cases, as a primary billing option, depending on the needs of the Sourcewell Member. If a Sourcewell Member has a preferred leasing company that is not currently a CDW partner, they can be set as vendor if the Sourcewell Member and the leasing company sign the required supplemental agreements from credit. The typical process for leasing equipment is as follows: Account managers work with a Sourcewell Member to submit a credit review to the chosen leasing company and obtain a financing proposal or the account manager has the chosen leasing company call the Sourcewell Member to discuss leasing/finance options and obtain information necessary to complete credit approval. The chosen leasing company reviews credit and makes decision whether to provide a lease. If approved, the leasing company sends the Sourcewelll Member leasing documents to complete and return. Upon receipt of required documents and any upfront payments from the Sourcewell Member, the leasing company provides CDW•G with a purchase order for the full amount of the leased equipment. CDW•G fulfills the order and products ship from CDW•G directly to the Sourcewell Member. The leasing company sends an invoice and the Sourcewell Member makes regularly scheduled payments directly to the leasing company.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Upon award, CDW•G will leverage the Sourcewell contract terms and conditions to simplify and streamline the procurement process for Sourcewell Members. Other documents that may be needed include, but are not limited to: Statement of Work (SOW) for professional/managed services Customer-specific terms and conditions (if required by the Sourcewell Member)	*

58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, CDW•G accepts P-cards for payment, and Sourcewell Members can use P-cards for both e-procurement and non-digital orders at no additional cost. Please note, however, that Sourcewell Members who opt for payment terms (for example, Net 30) cannot settle terms by invoice with a P-card. As an added capability and at no additional cost, CDW•G can provide Level 3 information on P-cards for Visa, MasterCard, or American Express. This service provides line-item detail remittance of the transaction on Sourcewell Member cardholders' statements. Level 3 allows the Sourcewell Member agency to track expenses and to ensure the products purchased on its card were in fact legitimate purchases.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	CDW•G's pricing response encompasses RFP Category 1, 2 and 3 for all Technology Products, Services and Related Solutions (Technology Offerings). CDW•G's pricing can be found in the pricing attachment titled "CDW US and Canada Pricing Category 1." Please Note: Due to the depth and breadth of our product and services offerings, items aligning with categories 1, 2 and 3 can be found throughout our product and/or services offerings, and individual items can be included in more than one category depending on the context. For all RFP Categories, CDW•G is pleased to offer a discount percentage off catalog, with minimum percentage discounts off CDW•G's Nationally Advertised Price (CDW•G Advertised Price). These published and maintained prices for technology products and services categories can be found at www.cdwg.com, available 24/7. To ensure continuity and ease of procurement for Sourcewell Members, CDW•G has provided competitive and full catalog pricing encompassing all available OEMs, similar to the current Technology Catalog Solutions #081419-CDW contract (Incumbent Contract). Underpinned by industry-recognized taxonomy, the CDW•G Advertised Price model enables CDW•G to leverage economies of scale, our superior OEM-partner-relationships, and real-time competitive market adjustments. The discounts in our pricing structure are not-to-exceed, and for large rollouts or planned projects, CDW•G will endeavor to provide even deeper discounts, leveraging our close OEM partnerships. CDW•G has a dedicated online purchasing portal which can be found at www.cdwg.com/sourcewell. When logged in, Sourcewell Members can access Sourcewell's contract pricing and other information about the program. For professional services, our pricing structure includes not-to-exceed hourly rates covering all three RFP categories. These rates are subject to 5 percent annual escalation, on the anniversary date of contract effective date. The services can be iterated in either time-and-material or fixed-fee models, in areas including, but not limited to, cloud migration, ServiceNow, cyber and physical security. Certain services for education customers in pricing Attachment titled "CDW US and Canada Pricing Category 1", Tab titled "Amplified Solutions" are based on 3 percent discount off MSRP which can be found at this link: https://www.amplifiedit.com/MSRP. CDW•G delivered managed services pricing varies from monthly unit prices, percentage of Sourcewell Member's actual consumption of the service, and/or custom pricing.	*

		As cloud offerings are constantly evolving, and becoming increasingly bespoke and complex, with numerous subscription and consumption-based offerings (SaaS, IaaS and PaaS), pricing for Sourcewell Members will be discount 0 percent off MSRP, when MSRP is available to CDW•G; otherwise, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable Sourcewell Members to make purchases as cloud offerings evolve, through the life of our contract. Consumption based offerings include, but shall not be limited to, Amazon Web Services, Google Cloud Products, and Microsoft Azure. CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, Sourcewell and its Members rely only on the Cloud Service Provider's service descriptions and the Cloud Provider's Services terms and conditions. Accordingly, Sourcewell shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and Sourcewell and/or its Members, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offerings. Technology Offerings which have specialized requirements not contemplated under this RFP, will be identified in a Statement of Work as mutually agreed and executed document(s) between CDW•G and the Sourcewell Member. The pricing will be based, unless otherwise specified, on CDW•G invoice price. Sales for Canadian Sourcewell Members are provided through CDW Canada with Discounts Off CDW Canada's advertised price and are quoted in local currency (CAD). Categories for CDW Canada catalog are similar, though not identical to CDW•G categories. Please refer to our CDW Canada pricing offer in the required pricing attachment "CDW US and Canada Pricing Category 1" for more information. CDW•G differentiates itself from the competition with the addition of dedicated program management. The team consists of seasoned contracting professionals, dedicated to Sourcewell Members and responsible for compliance, administration and management of the contract, training of sellers and other duties. Led by Jeff Hagen, Manager of Program Management, and Mandi Maricque, Senior Program Manager, the team helps ensure Sourcewell Members receive all program benefits. Sourcewell Members may engage Program Management and request price verifications by emailing their CDW•G order or quote number to Sourcewellcontracts@cdwg.com.	
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As stated in response to Question 59 above, CDW•G's catalog discounts are percentage off CDW•G Advertised Price, ranging from 0 percent to 15 percent, providing a more competitive structure than CDW•G's Incumbent Contract. CDW Canada: 0 percent to 7.75 percent Minimum Discount off CDW Canada's Advertised Price, quoted and invoiced in Canadian dollars.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Sourcewell Members benefit from discount off CDW•G Advertised price, irrespective of volume. The program provides a competitive ceiling price and we can often leverage our relationships with OEMs to offer deeper discounts for large projects/rollouts and bulk buys, on a case by case basis, in consultation with the Sourcewell Member. Additionally, we have found success with Sourcewell Members where CDW•G has Sourcewell Member specific agreements with large purchase footprint, and/or minimum purchase commitments, under which CDW•G can offer committed deeper discounts and/or additive incentives. In addition, we can hold large inventory in our distribution centers, take advantage of bulk buys and promotions, which maximizes our ability to offer better pricing to Sourcewell Members.	*

62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	As mentioned in Question 59, Technology Offerings that have specialized requirements not contemplated under this RFP will be identified in a Statement of Work and/or similar document(s) which are mutually agreed upon and executed between CDW•G and the Sourcewell Member. The pricing will be based on CDW•G invoice price.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Services which require travel, lodging, work to be performed outside of normal business hours/holidays, or subject to overtime regulations, may be subject to additional fees, and will be outlined in a Statement of Work or similar document. Any additional fees required due to regulatory mandates, Sourcewell Member-specific background checks, and Sourcewell Member-specific mandated training, will also be mutually agreed upon between CDW•G and Sourcewell Member and incorporated within a Statement of Work or similar document.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Ground freight shipping is the least expensive option for Sourcewell Members and is offered at no charge. This includes no additional charge at the time of order, within the contiguous 48 United States. It also includes insurance coverage at no charge. We also offer Sourcewell Members expedited shipping options; in these cases, the Sourcewell Members pay the price difference between the expedited rate and the lowest-rate shipping option – retaining the benefit of the no-charge offering. If a Sourcewell Member chooses to utilize their own assigned carrier, CDW•G can work with the Sourcewell Member once the carrier number and other details are provided by Sourcewell Member	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Sourcewell Members placing orders for delivery to Alaska and Hawai’i, freight options currently include Ground, Express, and Priority, though these options may vary depending on specific shipping address. Once an order is entered, all available options are displayed and priced. Carrier options for Alaska and Hawai’i currently include UPS, UPS Freight, CEVA Logistics, and USPS with estimated transit times of Ground three to five days; Express two to three days; and Priority one to two days. Transit times may be impacted by day of shipping, holiday schedules, weather events, and other acts of nature. For Sourcewell Members placing orders for delivery in Canada, standard terms for shipping include F.O.B. Destination, Freight Prepaid, and Freight Added. All products are shipped from one of CDW Canada’s partners’ distribution centers in Toronto, Mississauga, Calgary, or Vancouver. CDW Canada partners with numerous distributors including Ingram Micro and TD Synnex within Canada to complement our purchasing model. In most instances, Sourcewell Members can expect purchases to be delivered the next day or within an average of three days by standard ground transportation. CDW Canada through distribution partners currently uses UPS, Purolator, FedEx, and other freight carriers for larger shipments.	*

66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	CDW•G operates a redundant fail-safe hybrid logistics model, with two distribution centers strategically located, which allows us to ship based on availability with a historical accuracy of over 99 percent. We can further leverage staging as well as buy-and-hold options within our facilities or through our vetted partners nationwide, for Sourcewell Members with large rollouts and/or high SLA requirements. CDW•G was selected to be the sole mobile device provider for the 2020 Decennial Census, deploying nearly 500,000 devices over the life of the contract to US Census Bureau Headquarters, more than 250 regional Census Offices, and Decennial Census employee homes, nationwide. When delivering professional services, we once again leverage a hybrid approach inclusive of in-house technical resources and/or vetted, trusted subcontractors, to provide cost-effective solutions based on Sourcewell Member's needs. We can also leverage remotely delivered service engagements, which can help contains costs and offers high availability for time sensitive projects. These remote engagements can be deployed safely, with the assistance of the customer's IT and security teams. Finally, we believe in helping the communities we serve. CDW•G's inclusive philosophy extends to our providing opportunities to collaborate with minority-owned businesses, small businesses, and otherwise disadvantaged businesses. Doing so enables Sourcewell Members access to a talented, diverse resource pool and helps Sourcewell Members achieve their diversity initiatives.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	CDW•G has historically worked closely with Sourcewell Members on planned IT projects, developing technology standards, and forecasting volume purchase opportunities across schools, departments, or agencies. In those circumstances, CDW•G is able to extend additional discounting beyond the standard pricing offer, resulting in material savings to the Sourcewell Member. As a result of the IT project alignment that CDW•G has historically held with Sourcewell Members, CDW•G 's net pricing offer is better than other offers with similar volume and terms to other contracting agencies. Upon request, CDW•G shares savings data and incremental discounts with Sourcewell Members, along with the data shared monthly with Sourcewell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	

68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Any vendor hoping to be successful in executing this contract should clearly demonstrate the ability to manage an agreement of this size and scope with all the necessary detail and follows all contract's pricing rules, timely reporting, and remittance of fees. With respect to CDW•G's compliance strategy, we have bespoke, proprietary systems, which ensure the pricing and freight is compliant per the contract or specific Sourcewell Member pricing agreement. Our compliance approach is a full lifecycle from solicitation to post contract closeout. It starts during the launch process with training all the personnel utilizing the contract, followed by annual training and certifications. In addition, we have internal automated quality checks in place, which track our reporting deadlines and accuracy commitments. We also have previously partnered with Sourcewell in providing training to CDW•G sellers and intend to do so when awarded the new contract. For service engagements, our contract lifecycle management system automatically routes Statements of Work to the Contracts team to ensure the pricing is compliant with hourly rates and commitments, as stated. CDW•G and Sourcewell also have regular cadences where, among other items, any issues are addressed, discussed, and tracked. CDW•G has a dedicated and highly experienced Program Management team, which manages our Sourcewell contracts. Mandi Maricque is the contract manager and is responsible for the Sourcewell portfolio. Mandi is supported by three dedicated contract administrators. In addition, due to the importance of the Sourcewell contract within CDW•G, there is a high level of engagement from senior leaders within the organization. Collectively, the team managing Sourcewell's contracts have 80 years of experience. The team is also responsible for working with Sourcewell Members to ensure proper understanding of the contract's terms and benefits, pricing, and range of offerings. CDW•G has held a Sourcewell contract for the last 20 years as an organization; CDW•G coworkers are well trained on compliance matters related to the Sourcewell contracts. The Program Management team is solely responsible for ensuring Sourcewell Members have access to the agreement. Monthly reviews are done to ensure all participating entities have access to the contract. Sales teams are trained to send any Sourcewell Member add-requests to the SourcewellContracts@cdwg.com inbox. These actions help to drive growth under a robust governance framework. CDW•G has successfully met all reporting requirements and deadlines under the Technology Catalog Solutions #081419-CDW (Incumbent Contract). CDW•G is confident we can continue to meet and/or exceed requirements under this RFP.	*

69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	CDW•G currently tracks different metrics for contract performance internally. Given Sourcewell's diverse membership and dynamic spend within technology category, we continuously monitor standard metrics such as Sourcewell Member performance and utilization by geography (state) and segments (State & Local Government, K- 12, Higher Education, Healthcare, Federal Government, Not for Profit, Public Safety). Additional metrics include: Category penetration Sourcewell Member agreements and state contract adoptions New Sourcewell Member growth OEMs and category penetration Customer satisfaction survey responses Professional services and evolving technologies including cloud offerings' growth Market share under the Sourcewell contract and total available wallet share Target CDW•G customers who can be aligned with the Sourcewell contract Industry trends by public sector segment and the performance of the CDW•G solutions aligned to those trends. A list of trends by public sector segment is outlined in Table 8, Question 45. We also track regulations and procurement policies of different entities where Sourcewell's contract can be leveraged as a state contract, contract of choice, etc.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	As an incumbent with a proven track record of success, we further believe retaining existing fee structures for Sourcewell Members under the Incumbent Contract will help maintain continuity and stability for those Sourcewell Member's needs. CDW•G is proposing a general administrative fee of 1 percent which will continue to support increased adoption and sales over the term of the contract. To best meet Sourcewell Members' needs for select catalog offerings with historically competitive profiles, we propose the following fee adjustments: Software & Cloud Offerings: 0.25 percent Chromebooks: 0.00 percent We are confident the proposed fee structure combined with our proven track record of success under the current contract will incentivize Sourcewell Members and provides the right balance for growth under this contract.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers must designate if they are seeking an award in Category 1 only or Categories 2 and/or 3. As stated in Section II. B.1. of "REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES," Proposers responding to Category 1 must offer a complete electronic catalog system permitting Sourcewell and Sourcewell Participating Entities to make web-based purchases."

Proposers submitting a proposal in Category 1 must include at least one solution in each of Categories 1, 2, and 3 within its singular proposal. For example, if a Proposer offers solutions within the scope of Category 1, 2 and 3 the Proposer should designate it is seeking an award in Category 1. Proposers seeking award in Category 2 and/or 3 must include at least one solution offered within the scope of the desired Category.

Line Item	Category 1	Category 2	Category 3
71	(•) Yes ( ) No	( ) Yes (•) No	( ) Yes (•) No

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

72	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	CDW•G offers a full range of products and services that enable Sourcewell Members to develop the best total solution to meet specific needs while attaining the most value for their organization. CDW•G provides expert consulting, design, configuration, installation, and lifecycle management services. CDW•G's Category 1 bid provides pricing for our Technology Products and Services Catalog, as well as Professional and Managed services. Our offerings are extremely comprehensive and include: Products & Partnerships: More than 100,000 products from more than 1,000 vendors including Acer, Adobe, Cisco, Dell, EMC, HP, IBM, Lenovo, Microsoft, NetApp, and VMware Technology Services e-Procurement integration Leasing services Managed services: Gold Level Support for customer devices Pre-shipment configuration Professional services: Amplified Solutions, Cyber and Physical Security, Configuration, Data Center Transformation, Digital Velocity Solutions, ServiceNow Total Solutions Cloud Collaboration Data Center and Networking Managed Print Services Point of Sale Security Software Management Total Mobility Management
73	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Below is a list of product and service categories, along with their corresponding subcategories, provided by CDW•G as part of this response: Accessories Security Locks Headphones and Speakers Phone Accessories Tablet Accessories Keyboards/Keypads Notebook Accessories Cases and Backpacks Mice and Trackballs Office Products and Supplies Small and Consumer Electronics Robotics Power, Cooling & Racks Power Supplies/Adapters UPS/Battery Backup Batteries Surge Suppressors Remote Power Management Desktop Computers Computer Cases Apple Desktops PC Compatible Desktop Computer Windows Based Terminals Desktop Memory Upgrades Thin Clients PC Compatible Workstations Data Storage/Drives Storage Enclosures/Mounting Hardware CD/DVD/Blue Ray Drives Disk Duplicators Media Hard Drives Desktop NW Attached Storage Floppy Disk Drives Flash Memory Consumer SSD Enterprise Storage BU/DR Infrastructure Drive Arrays

Enterprise Hard Drives
Enterprise SSD
Interfaces Controllers
Optical Drives
Storage Networking
Rackmount NW Attached Storage
Tape Backup Drives
Tape Automation (Lib/Changers)

Point of Sale/Data Capture
Wireless Communication Devices
POS Systems
Connected Devices
Peripheral and Barcode Scanners
Thermal Printers

Servers & Server Management
Server Accessories
Linux/Unix Based Servers
KVM Consoles and Switches
CPUs/Fans
Network Print Servers
Application Servers
Apple Mac OS Servers
RISC Servers
Server Memory Upgrades
x86 Based Servers

Services (CDW Delivered)
Installations
Configurations
HCA/Hlth Purch Grp (HPG) CDW
OnSite Services
Central Services – Repairs
Managed Services
Mobility Services
Field Services
Remote Services
Software Asset Mgmt Services
Classroom Training
Workspace Management Tools

Notebook/Mobile Devices
Notebook Memory Upgrades
Mobile Workstation
Notebook Computers
Apple Notebooks
Tablets

NetComm Products
Network Bridges
Modular Switches
Communications Boards
Network Management Hardware
Modems
Network Switches Managed
Network Test Equip/Analyzer
Network Optics
Network Hubs
NIC Network Interface Adapters
Network Routers
Network Device Memory
Network Switches Unmanaged
Network Security
Wireless LAN Networking
Physical Security

Carts and Furniture
Furniture
Medical Carts

Printing & Document Scanning
3-D Prototype Printers
Copy Machines
Document Scanners
Dot Matrix Printers

FAX Machines
Single Function
Printer Accessories
Multifunction
Plotters
Printer Memory Upgrades
Printer Supplies

Services (Partnered Delivered)
Partner-Delivered Managed Services
Cloud Partner Services
OnSite Services-3rd Party
Installations 3rd Party
Managed Print Services
IT Pro Training – 3rd Party
Systems Management – 3rd Party
Warranties – Product Protection

Client Configure-to-Order
Client Configure-to-Order

Software
Aggregation Services Software
Security Software
Application Suites
Desktop Applications
BU/DR Software
Cloning Software
CAD/CAM Software
Cisco One Software
Database Software
Digital Signage Software
Design and Graphics
Audio/Video Production
Flow/Org Chart Software
Cloud Collaboration Software
Mobile Device Enablement SW
Integrated Product Suites
Infrastructure as a Service
AI Software
Voice Recognition
Legal Software
Mainframe Software
Unified Communication
Network Management Software
Network Connectivity/Emulation
Data Capture Software
Operating Systems
Programming Software
CRM Software
Portal Software
Reference Software
Business Analytics
Document Management Software
Entertainment/Education Soft
Financial Software
Communication/Internet Soft
Storage/SAN Management Software
Utility Software
Software Documentation & Media
Telephony Software
Technical Support
Virtualization Software
Web Software
Physical Software

Collaboration Hardware
Voice Hardware – Phones
Collaboration Hardware – Video Hardware
Collaboration Hardware – Voice Hardware – Headsets
Collaboration Hardware – Voice Hardware Infrastructure

Video & Audio
Automation & Control Systems
Cameras
Medical Displays

		Drones and Virtual Reality Interactive Whiteboards Consumer Television Mounts & Stands Professional Audio Media Player Projectors & Document Cameras Commercial Television Digital Signage Displays Graphics Cards Video Production Screen Protection/Filters Computer Displays Interactive Flat Panel Display Cables Miscellaneous Cables Audio/Video Cables Network Cables SCSI/IDE/floppy cables Telephone/Modem Cables Network Cable Accessories Parallel and Serial Cables USB/FanWire Connectivity Books/DVD Movies Books	

Table 15A: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
74	Computer hardware, including desktops, laptops, tablets, and related devices;	(•) Yes ( ) No	CDW•G's response includes computer hardware, including desktops, laptops, tablets, and related devices.
75	Networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology;	(•) Yes ( ) No	CDW•G's response includes networking, server, and data storage equipment, including servers, server appliances, racks and cabinets, data storage or data protection devices, and switching technology.
76	Peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies;	(•) Yes ( ) No	CDW•G's response includes peripherals, accessories, components, and options, including printers, scanners, monitors, audio visual, digital signage, virtual reality, Esports equipment, unified communication hardware, mobility hardware, cabling, modems, routers, switches, power management, and supplies.
77	Software related to the purchase of the equipment described in Lines 74-76 above;	(•) Yes ( ) No	CDW•G's response includes software related to the purchase of the equipment described in Lines 74-76.
78	Configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77 above; and	(•) Yes ( ) No	CDW•G's response includes configuration, software implementation, hardware installation, support, assessment, training, and asset lifecycle services related to the purchase of the equipment or software described in Lines 74-77.
79	Security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.	(•) Yes ( ) No	CDW•G's response includes security, cloud, network, data, IT asset lifecycle services, and solutions described in Categories 2 and 3.

Table 15B: Category 1 - Industry Specific Questions

Table 15B: Industry Specific Questions relate to products and services offered in Category 1 (see Table 15A).

Line Item	Question	Response

80	Describe your capability to report Sourcewell member purchases of products with environmentally preferred attributes (e.g., eco-labeled, rated, or certified).	CDW•G is dedicated to working with our technology partners to promote their environmentally certified products and assist Sourcewell Members in purchasing them to solve outcomes around their ESG goals and priorities. We also provide the ability to track industry-recognized data to allow Sourcewell Members to better understand their environmental footprint. Sourcewell Members can receive from CDW•G, upon request and by mutual agreement, both EPEAT reporting, which is the leading global ecolabel for the IT sector, and Energy Star, a government-backed energy efficiency measure. For these reports we can provide quarterly, calendar year, or fiscal year reporting, depending on Sourcewell Members' needs. We can typically offer a number of customized reporting options as well, including summary by category, to meet specific Sourcewell Member needs.
81	Identify any reseller certification(s) (or similar third-party validation of technical expertise) that your organization has attained, if any.	Included below is an overview of some of our key partner distinctions: Apple (Diamond Elite partner): Apple's Largest Corporate Channel Partner in the U.S. Apple's only reseller with the designation "Premium Corporate Reseller" CDW-dedicated Apple System Engineers 19 Apple-badged employees supporting CDW 13 CDW-badged Apple resources onsite Apple-certified Mobility Solution Architects We are an Authorized Apple Corporate Reseller for Mac, iPad, Unlocked iPhone, Apple Watch, AppleCare, VPP credit, and Apple accessories (including Beats for specific use case). We provide overnight delivery of stocked products, extensive third-party hardware, and software licensing options, as well as the Apple Professional Services portfolio. Please note, Apple policy states that they are to be the sole reseller for their products with K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve Sourcewell Members. Cisco (Gold Certified Partner): We are Cisco's largest U.S. Direct Reseller and largest National Direct Integrator Partner, having attained the broadest range of expertise across multiple technologies. CDW has achieved the newest of Cisco's Master Specializations in networking, making CDW the first Cisco channel partner in the Americas to hold all five Master Specializations that Cisco offers. The other Cisco Master Specializations are security, collaboration, data center and hybrid cloud, and cloud and managed services. Master Specializations are Cisco's highest and most exclusive level of partner certification. CDW was recognized as the 2022 Americas Partner of the Year by Cisco and as 2022 Cisco Software Partner of the Year. CDW has more than 1,300 Cisco-certified presales engineers, technical specialists, solution architects, and professional services engineers who are available to provide expert guidance and support. Certifications include: 717 Cisco Certified Sales Experts 63 Cisco Certified Internetwork Experts 215 Cisco Certified Network/Design/Voice Professionals 322 Cisco Certified Network/Design Associates In addition, CDW is one of the only resellers in the world actively participating in and working with Cisco in the Cisco Early Field Trial (EFT) program. This program allows our top engineers to receive and test the latest code prior to the general release of the product. It also lets CDW shape the products prior to shipping the first release level. Generally, Cisco only invites two partners to each EFT opportunity, and typical EFT participation is three or four EFTs. CDW historically participates in more than 20 EFTs a year across Data Center, Engineering, Collaboration, and Security. In Canada, CDW recently received Cisco Full Stack Observability and Hybrid Cloud Computing Solution Specializations. These partner-led designations recognize CDW Canada's ability to provide sophisticated, value-added Cisco solutions through in-depth sales capabilities, technology skills, and service offerings. Dell (EMC Titanium Black Partner): CDW is Dell's #1 Partner Worldwide, and provides the following resources: Dell-certified technology architects Dell-certified cloud architects and Dell EMC-certified data scientists Dell-certified implementation engineers HP Enterprise (Platinum Business Partner): CDW is an HP Enterprise (HPE) Platinum Partner and was named the North American Solution Provider of the Year 2023 (CDW Canada and CDW U.S.).

HP Inc. (Platinum Business Partner): CDW is an HP Inc. (HPI) Platinum Business Partner and HPI's #1 partner worldwide. Recent awards include:

Lenovo (Largest Global Partner): CDW is Lenovo's largest Global Direct Response Channel Partner.

Microsoft (Gold Certified Partner): CDW is a Microsoft Gold Certified Partner and a highly ranked Licensing Solution Provider (LSP) and Enterprise Software Advisor (ESA). CDW is also a Microsoft Software Asset Management (SAM) Partner and an Authorized Direct Reseller (ADR) for Open Value licensing programs in all 50 states and Canada. We are the worldwide leader in Microsoft Enterprise Agreements as well as Server and Cloud Enrollments.

CDW is also an Azure Expert MSP for Microsoft Azure.

CDW Cloud Products: CDW currently partners with more than 150 cloud provider partners working in tandem to provide our customers with best-of-breed SaaS, IaaS, and PaaS solutions. A small sampling of our offerings is provided below.

AWS: CDW has achieved multiple certifications for AWS and is one of a handful of Advanced Consulting Partners. CDW has earned the AWS Migration Competency, an elite-level designation held by fewer than 50 companies in North America. CDW coworkers have earned more than 200 AWS certifications including the new AWS Database and Data Analytics Specialty Certifications. CDW has also earned the AWS Storage Competency, confirming our deep storage acumen and our extensive AWS storage partner portfolio (for example, NetApp, Veeam, Druva, and many others).

Google: CDW's comprehensive next-generation Managed Services for Google Cloud Platform (GCP) includes three of the world's 20 Google Cloud Fellows on staff. CDW has also successfully completed the requirements to participate in the Google Cloud MSP Initiative.

Microsoft Azure: As a Microsoft Azure Expert Managed Service Provider, CDW has a record of delivering results to customers in finance, healthcare, manufacturing, small business, government, and education. We also provide full-stack solutions expertise, integrating hardware, software, cloud and services considerations into every Azure discussion. Customers benefit from holistic technology guidance while eliminating the need to coordinate with multiple IT vendors and service providers to design, procure, implement and manage complete Azure solutions.

CDW employs a dedicated vendor accreditations coordinator who takes responsibility for monitoring coworkers' technical and vendor sales certifications in line with our manufacturer partner accreditations. The vendor accreditations coordinator is part of our Vendor Alliances department, which comprises vendor managers for all major hardware manufacturers. We have the highest-level reseller partnerships (Platinum or Gold) with these vendors, which are usually contingent on CDW maintaining minimum numbers of accredited resources at all levels from sales, pre-sales, field and systems engineer, to architect.

Each of the partner vendors has designated an account manager and systems engineer to CDW, who communicates product developments to our vendor managers, as well as the associated technical training courses available. Some vendors also have partner education managers specializing in training and certification guidance for CDW. The vendor managers then work with the vendor accreditations coordinator to identify the staff impacted by the development and make bookings for training and exams.

The vendor accreditations coordinator uses a range of vendor and internal tools to manage technical certifications on an ongoing basis. Vendors' learning management tools give the vendor accreditations coordinator visibility of the following:

Summaries and detailed breakdowns of CDW's compliance status against its overall vendor certification (Platinum, Gold, etc.) and any technology specialist certifications

Gap analysis charts for training requirements to be quickly identified

Information to assist creation of vendor learning plans, which feed into CDW's standard Personal Development Plans

Records of individuals' certifications, training, exams, and expiry dates of these for tracking by the vendor accreditations coordinator

The vendor accreditations coordinator also uses vendor reports and internal tracking sheets to monitor certifications. These provide gap analysis and qualification road mapping showing individual certification status in various vendor technologies.

82	Describe your maintenance solutions for software products, such as maintenance agreements, software upgrades, continuous updates, patches, and fixes.	CDW•G takes a pre and post sales consultative approach toward software assets that can assist Sourcewell Members through every stage of their lifecycle. It begins with our capabilities of assessing current software environments and assisting in the design and deployment of a software solution within environments. We can integrate and share licensing data with most industry recognized software asset management platforms to support Sourcewell Members' needs. Once deployed, CDW•G can also support maintenance through effective software licensing management and assist with: Performing health checks Maintaining the right license position so you are neither over- or under-licensed Establishing consolidated billing Providing ongoing software recommendations Ensuring accurate IT planning and budgeting Maximizing value derived from licensing agreements Applying compliance checkpoints Staying on top of licensing expiration and renewal As part of our contract management roadmap process, our CDW•G software team conducts regular business reviews and contract deep dives to help manage licenses over the course of the contract. Our contract management roadmap also helps keep customers aware of important renewal dates.
83	Describe your website and the ease-of-use for customers, including order placement, payment, order tracking, etc.	CDW•G has a dedicated purchasing page for Sourcewell, currently providing Sourcewell Members direct access to account information, product offerings, and contract pricing on technology products and services: www.cdwg.com/sourcewell In recent years, CDW has continued to evolve our operations with an eye to improving the customer experience, extending to our online customer portal. Sourcewell Members benefit from the evolution of this portal, Rubi, which provides greater tools and options to plan, buy, and manage the technology solutions they need. From one central portal, now accessible from the Rubi Mobile App for additional flexibility, Sourcewell Members can purchase products quickly and easily, selecting shipping, billing, and payment options as they go through the checkout process. From the shopping cart page a user can: Add more items to the cart Adjust quantities Save the cart for future purchase Save the cart as a bundle that can be repurchased Email the cart to a colleague Create a standard quote Estimate shipping costs with the Shipping Calculator before checking out Check out using the standard checkout feature Rubi also gives Sourcewell Members flexibility in terms of how they view technology for purchase. Sourcewell Members can choose to view and purchase from CDW's entire online catalog of products, or efficiently create customized catalogs containing specific products. Sourcewell Members can also configure their homepage within the portal based on their needs to make tasks more easily accessible including managing subscriptions and quotes, streamlining repeat purchases, and approving orders. Sourcewell Members, through the Security Settings feature in Rubi, can grant user access to features including access to products, views of their orders or multiple accounts, and roles as a purchaser or approver. Sourcewell Members can also grant administrative rights to set up and maintain advanced website features including the Purchase Authorization System, Custom Catalogs, Asset Management, and Security Settings. Rubi provides key insights, which help reduce guesswork and uncover opportunities for Sourcewell Members to accurately plan their technology implementations. This includes factors such as estimated time of arrival/inventory/supply chain insights to support implementation, order tracking and status, and current CDW Research Hub information around a variety of IT topics including cloud, data analytics, data center, digital workspace, hardware, networking, security, services, and software. Once an order is placed, an Order Status feature in Rubi provides Sourcewell Members complete order status information with time saving links, including the ability to: View all recent orders (from the past month to as far back as three years) Search for a specific order by purchase order (PO) number, order number, purchaser, or purchase date View order and invoice details Filter orders according to any of the following statuses:

		Cancelled All Items Shipped Some Items shipped Not Yet Shipped Backordered Item(s) Processing orders View individual shipment details and tracking information Add mobile number to get delivery SMS text message notifications Print a copy of a packing list or original invoice Repurchase a past order Download a report to excel with all open orders Initiate a product return After purchase, Sourcewell Members can use the Asset Hub of the Rubi portal to manage purchases. Features of the Asset Hub include: An asset overview page that shows a view of hardware and software assets purchased through CDW·G, including the total counts of products, asset age, and spend across asset type, category, and brand. A hardware overview page, where Sourcewell Members can view and filter across your hardware assets based on type, brand, asset age, and more, and can click on each line item to see more details. A hardware detail page, where Sourcewell Members will see information such as the quantity owned of a specific asset, technical specifications, availability, and prior orders and can also re-purchase quickly by using the “Buy Again” button. A software overview page, where Sourcewell Members will see software assets broken out across brands, can view total counts of software products and associated licenses and seats, and can quickly view upcoming renewals. Sourcewell Members can also see a list of software assets and can filter on those assets or click to view more details. A software detail page, where Sourcewell Members can view license counts, product attributes, associated licenses for that asset based on order history, and renewal dates for renewable software assets. Additionally from this page, Sourcewell Members can request a quote for a software renewal. A subscriptions page where Sourcewell Members can manage their software subscription assets, including renewal and adding/removing seats. The Rubi portal also allows Sourcewell Members to access consolidated information for two or more related accounts online (for example, headquarters and departments). Upon request, account managers assist in enabling your administrators to view, place, and track orders across the organization without having to log on to multiple accounts and create quotes for multiple accounts. This helps centralize the purchasing process while letting administrators place and track orders by address and location. This capability allows access to the following types of information for accounts linked together: Order status Quote activity Purchase history Financial reporting Purchase approval system CDW·G offers e-procurement integrations to the major providers in the industry, and the capabilities that are available via Rubi are also available via a punch-out catalog.

Table 16A: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

84	Cybersecurity services, such as cyber risk assessments, program strategy and operations, zero trust, skills and training, penetration testing, threat and vulnerability management, content security, network visibility and endpoint detection, log aggregation and correlation, disaster response and recovery, and managed cybersecurity;	(●) Yes ( ) No	With nearly 20 years of experience delivering leading information security solutions, we help organizations reduce the complexities involved in making technology decisions in a fast-paced industry. CDW takes a comprehensive approach to security and risk management. We offer world-class technology solutions, expert implementation and advisory services, comprehensive managed services, and proven methodologies backed by customized testing. We help to advance customer security programs and optimize overall IT risk management strategy so customers can protect data, intellectual property, and reputation. CDW cybersecurity solutions and services fall into six buckets: infrastructure, intelligence and analytics, identity and access management, data and application, threat and vulnerability management, and program strategy and operations. Infrastructure. Strengthen the first line of defense against sophisticated threats. Our solutions and services help customers gain extensive visibility into network traffic based on applications, users, and content; remove malicious traffic while maintaining the delivery of legitimate business flows; and securely manage IoT devices. Intelligence and Analytics. Arm staff with the tactical, operational, and strategic insights needed to understand how an organization is being targeted and invest wisely in the right set of countermeasures. Our comprehensive professional and managed services and continuous monitoring solutions help customers streamline security operations with automation. We help customers respond to, remediate, anticipate, and prevent threats to business. Identity and Access Management (IAM). Securely connect users to distributed services and deliver accountability and transparency of access to the business. Our IAM solutions and services promote capabilities spanning internal and cloud-based services, enhancing user experience while ensuring only the right people have access to the right assets, at the right time, and for the right reasons. Data and Application. Protect information assets against mistakes that lead to data leaks and intentional misuse by insiders, as well as external attacks on information infrastructure. We help you protect data no matter where it is stored, used, or transmitted through the development of a data-centric security program. Threat and Vulnerability Management. Evaluate the overall state of security with an objective view of an organization’s policies, controls, and processes. We facilitate the development of an effective threat and vulnerability management program, building upon existing security practices to help you continuously find, prioritize, and remediate vulnerabilities. Our expert professional services and world-class solutions help to determine whether data has been compromised and help create new approaches to limiting dwell time and remediating intrusions. Program Strategy and Outcome. Manage an organization’s digital risk and compliance profile. We offer a full range of solutions and services to help evaluate programs against established cybersecurity frameworks, keep up with evolving data protection and privacy regulations, augment staff, set policy, and develop and execute a cohesive strategy for extending security throughout the supply chain.
85	Physical security services, such as site assessment, upgrade planning and execution design, installation, integration, access control,	(●) Yes ( ) No	CDW Physical Security Services solutions fall under four categories: video surveillance, access control, environmental sensors, and professional services.

	video management, and managed physical security services;		Video Surveillance. Video surveillance has long been a key component of physical security. The advent of inexpensive, network-enabled cameras has made it easier for organizations to increase their video surveillance footprint. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes — something went wrong, and video footage enabled security teams to later determine what happened. Now, IP-enabled video cameras enhanced with analytics and artificial intelligence (AI) can automatically detect and alert on incidents in real-time and be used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video with services that include: Envisioning Workshops, Site Survey and Systems Design, Camera Deployment, Video Management System (VMS) Implementation, Software and Analytics Integration, Managed Services, and Day 2 Support Services Access Control. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure the points of entry to their facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. With new options to manage physical security either on premises or from the cloud, these systems can be closely integrated with video surveillance for improved situational awareness and forensics search. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises with services including: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Environmental Sensors. The proliferation of Internet of Things (IoT) devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D, etc.). Whether customers need to monitor facilities for airborne chemicals or detect water leaks, rising temperatures, or audio signatures – it is easy to integrate relatively inexpensive IP-enabled sensors into a building's existing physical security system. This greatly improves situational awareness and streamlines incident monitoring and notification processes. CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of your operations with services that include: Envisioning Workshops, Site Survey and Design, Door Controller Installation, Access Control System Implantation, and Day 2 Support Services Professional Services. As organizations face limited time, budgets, and talent to tackle the ever-growing list of challenges running their day-to-day operations, IT leaders need a way to handle priority projects without overtaxing internal staff. CDW Ad Hoc Support Services help meet the demands of organizations in unique ways. We provide skilled staff to augment IT teams with expertise in a wide range of technologies, offering an objective view of IT that helps ensure the right solution to the problems — not just the one that is convenient – through ad hoc support services that include: Small Installation Projects, Scheduled Maintenance, and Unscheduled and/or Break/Fix

			Engineering and Consulting Services
86	Cloud, such as Infrastructure as a Service (IaaS), Platform as a Service (PaaS), Software as a Service (SaaS), and strategy, design, migration, deployment, and managed cloud solutions;	◉ Yes ○ No	Looking at CDW cloud by the numbers, Sourcewell Members working with us benefit from: 2 of 50 global Google Cloud Fellows 250+ cloud engineers 5,000+ industry certifications 100+ industry awards 1,200+ cloud partners The cloud offers convenience, flexibility, and agility. The complexities of cloud can lead to increased cost, decreased visibility, and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's cloud team empowers Sourcewell Members to adopt cloud-native best practices that help cut costs and innovate faster. CDW helps customers achieve cloud goals following a four-step process of assess, design, orchestrate, and manage. 1. Assess. Dedicated Sourcewell Member account teams engage cloud engineers assess current IT environments, identify and prioritize goals, and explore possible vendor solutions to fit business needs. 2. Design. We customize a strategy that ensures cloud solutions continually evolve with the business. We also provide risk management methods to secure data, ensure business continuity, and put disaster recovery plans in place. 3. Orchestrate. We follow detailed implementation procedures for proper cloud migrations, including physical server migration, virtual server migration, database migration, physical-to-virtual server migration, server consolidation and enterprise applications. 4. Manage. We help reduce IT burdens on in-house teams and ensure business continuity by managing cloud solutions on high-performing data center ecosystems. We also enable accessible and on-demand provisioning and de-provisioning, reporting, and billing for cloud usage.
87	Network, such as maintenance and monitoring, edge computing, SD-WAN and LAN, and data center networking;	◉ Yes ○ No	Organizations have long turned to CDW to implement the best networking solutions, and the value of partnering with our team extends well beyond simplified procurement and savings. The CDW Networking Practice assists customers at every stage of the journey through assessments and roadmap guidance, as well as vendor-focused workshops and jump-start services for the following areas: Enterprise and data center networking Software-defined WAN (SD-WAN) Wireless networking and Wi-Fi 6 Network access control (NAC), segmentation and secure campus solutions With more than 120,000 customer networking solutions completed in a 12-month period, CDW networking solution architects combine with almost 500 solution architects to support our sellers and their customers to: Design. Our team of technology experts works with customers to plan an end-to-end solution that fits often unique needs and optimizes business impact. Orchestrate. Comprehensive services help our customers build and deploy customized infrastructure that follows networking best practices. Manage. Through a tiered support structure, our team can monitor and manage network complexities to ensure operational efficiency and security.

88	Data, such as data modernization, data backup, data and document processing and storage, and assessment, validation, production, and management of AI and machine learning solutions; and	(●) Yes ( ) No	We provide Sourcewell Members the strategy, architecture, and migration paths required for everything from complex database/data warehouse designs, data exploration and visualization, and data governance, to advanced analytics and machine learning — whether starting with introductory concepts or building and deploying production models. CDW•G works with Sourcewell Members to define and implement an effective data strategy, modernizing data platforms, and implementing DataOps best practices for scalability and agility. We help customers create new data pipelines that can be leveraged for organizational insights, analytics, and visualization. Our experts prove Artificial Intelligence/Machine Learning (AI/ML) business value through minimum viable model (MVM) creation and implement online-ML pipelines for production deployments. Our data architects and ML experts provide rapid, innovative outcomes across data operations; data warehouse modernization; data pipelines; visualization and insights; AI/ML; big data; and contact center AI.
89	Related solutions, such as endpoint security products, network security technologies, identity and access management technologies, security analytics, data security products, IP video monitoring systems, intelligent controllers, mission control systems, electronic locks, network infrastructure, and server room technology.	(●) Yes ( ) No	CDW's Security Practice has the depth and breadth to support Sourcewell Members on their entire cybersecurity journey. Security focus areas include: Program Strategy and Operations, which offers strategy workshops and program initiation; technology bakeoffs and proofs of concept; zero trust assessments; and internal audit and IT audit services. Cyber Resilience and Compliance, which includes privacy compliance (GDPR, CCPA); privacy maturity assessments; framework maturity assessments; full-scope PCI DSS services; HIPAA security, privacy, and risk; third-party risk management; and Cybersecurity Maturity Model Certification (CMMC) assessments. Identity and Access Management (IAM), which includes rapid assessments and strategy; IAM implementation; user rights and access reviews; solution selection and bakeoff; SIEM deployment and configuration; managed IAM support; and white-glove managed identity. Cloud and Application Security, which includes secure access service edge; cloud native controls; cloud security posture management; cloud workload protection; cloud native application protection platforms; cloud identity and entitlement management; and cloud security architecture. Secure Infrastructure offerings, which include security architecture and design; physical security; next-generation firewall; endpoint protection; email and web security; intrusion detection and prevention; IoT device assessment and strategy; and managed firewall. Skills and Training, which includes cyber workforce development; offensive and defensive security courses; cloud security courses; programming and development security operations courses; data science and analytics; and solution training. Threat and Vulnerability offerings, which include penetration testing; blue/red team exercise; web app testing; threat/vulnerability platforms; endpoint detection and response; incident response; and managed scanning.

Table 16B: Category 2 - Industry Specific Questions

Table 16B: Industry Specific Questions relate to products and services offered in Category 2 (see Table 16A).

Line Item	Question	Response

90	Describe how you help organizations with their zero-trust programs, if applicable.	CDW Security Services provide independent evaluations of your security posture and help you fortify your weaknesses. CDW's certified experts design comprehensive strategies and solutions for protection and response to all types of threats, both internal, external, virtual, and physical. CDW•G, through Sourcewell's IT Managed Services and Staff Augmentation Solutions 071321•CDW contract, provides Sourcewell Members access to CDW•G's breadth and depth of security services and solutions. Cybersecurity: Driven in part by guidance from both the Cybersecurity and Infrastructure Security Agency (CISA) and the National Institute for Standards and Technology (NIST), nearly 75 percent of security leaders are piloting, actively researching, or implementing zero-trust technology (IDG 2021 Security Priorities Study). CDW helps customers design and execute on multi-year zero-trust buildouts, leveraging existing technology while creating roadmaps to the next generation of solutions. From strategy to deployment and management, CDW offers customers a single-vendor solution to achieving zero-trust goals. CDW helps customers mature their cybersecurity program across five key domains – identity, device, application workload, and data – with full stack product and service capabilities. We serve as a strategic partner with technical, strategic, and executive advisors available to customers to help develop and fulfill roadmaps to align with leading security industry frameworks like those from CISA and NIST. CDW's Security Practice has the depth and breadth to support the entire cybersecurity journey, making security an enabler, not an obstacle. With a full range of assessment, design, orchestration, and managed services, CDW helps customers mature and scale a security program that drives to objectives without slowing innovation. Physical Security: As a comprehensive physical security integrator, CDW•G's Physical Security Solutions practice provides products, designing customized solutions and orchestrating the setup and integration of these solutions tailored to your organization's specific needs. Crafted with public sector customers in mind, this business-to-business offering ensures organizations receive the highest quality security solutions and services while benefiting from CDW•G's extensive expertise in the field. CDW•G helps you mature and scale a physical security program that protects your people, property, and premises. Whether you need the latest VMS or analytics tool, expert advice on system integration, or a strategic partner, CDW•G has the best solution for your business. Increasingly, the responsibility for upgrading, deploying, and managing physical security and video surveillance is being handed over to IT. CDW helps deploy, integrate, and manage physical security systems that improve safety and security – and find opportunities to enhance business operations through advanced analytics. Whether limited to critical areas or deployed throughout an enterprise, cameras historically collected video footage that was only used for forensic purposes. Now, IP-enabled video cameras enhanced with analytics and AI automatically detect and alert on incidents in real time and are used for operational use cases in addition to security. CDW helps design and implement solutions to modernize video surveillance to get more value from video. Modern access control systems – characterized as increasingly digital and IP-connected – allow customers to secure points of entry to facilities with IP-enabled controllers and modern credentials including keycards, mobile apps, and biometrics. CDW helps customers take advantage of new access control technologies, whether outfitting a new facility or modernizing and retrofitting an existing building, making it easier than ever to protect people, property, and premises. The proliferation of IoT devices in recent years has resulted in making it possible to easily deploy and utilize sensor-based solutions that monitor atmospheric conditions, detect audio signatures, and use advanced imaging devices (thermal, LIDAR, 3D). CDW helps extend physical security systems to include environmental sensors, enhancing the safety and security of operations.

91	Describe how you deliver cybersecurity solutions in accordance with the National Institute of Standards and Technology (NIST) framework, if applicable.	Cybersecurity solutions are delivered following CDW's proven methodology of Listen, Advise, Design, Orchestrate, and Manage and include Health Checks, Workshops, Deployments, and As-Is Migrations. These solutions support our customers' needs to assess, build, migrate and/or consolidate next-gen firewalls, network access controls, cloud security, and all content security solutions. Our strategies and solutions follow the same goals of the NIST Cybersecurity Framework, which provides guidance for reducing cybersecurity risks by helping organizations to understand, assess, prioritize, and communicate about those risks and the actions that will reduce them. With thoughtful acquisitions of Focal Point and Sirius, CDW is now the largest security integrator in North America and has been recognized with more than 150 vendor partnerships and more than 15 Partner of the Year Awards. A quick overview of our security practice reveals: Program Strategy and Operations 85+ risk, governance, and strategy experts Cyber Resilience and Compliance 35+ cyber security and advisory consultants Identity and Access Management 110+ advisors, engineers, and architects Cloud and Application Security 10+ cloud security specialists Secure Infrastructure 60+ physical, network, and IR engineers and architects Skills and Training 20+ workforce specialists Threat and Innovation 65+ cyber defense experts
92	Please list any certifications or testing results you or your partner(s) hold which show security posture in your proposed solutions, if applicable.	CDW's security teams blend training and certifications from industry organizations, vendors, and CDW proprietary methodologies. Sample certifications include: Industry CISSP – Certified Information Systems Security Professional CISA – Certified Information Systems Auditor CIPP – Certified Information Privacy Professional PCI QSA – PCI Qualified Security Assessor CEH – Certified Ethical Hacker PMP – Project Management Professional CSM – Certified Scrum Master Vendor Cisco CCNPs and CCIEs Splunk Certified Consultants and Enterprise Architects AWS Cloud Security Architects Microsoft Certified Systems Engineers Palo Alto Certified Network Security Professionals SailPoint Certified Engineers and Architects Okta Certified Professionals, Administrators, and Architects CyberArk Certified Delivery Engineers CDW sponsors, supports, or aligns methodologies with the training and resources of the following standard-setting bodies: CSA – Cloud Security Alliance CISA – Cybersecurity and Infrastructure Security Agency iapp – International Association of Privacy Professionals IDSA – Identity Defined Security Alliance IIA – The Institute of Internal Auditors ISACA – Information Systems Audit and Control Association (ISC)2 – International System Security Certification Consortium NACD – National Association of Corporate Directors NIST – National Institute of Security Standards PCISSC – PCI Security Standards Council

93	Describe how you deliver cloud solutions in accordance with the NIST definition of cloud computing, if applicable.	At CDW, we understand the complexities of cloud can lead to increased cost, decreased visibility and vendor lock-in. With industry-leading hybrid and multicloud architects, CDW's Hybrid Cloud and Multicloud team empowers organizations to adopt cloud-native best practices. Whether hybrid or multi, private or public, we help Sourcewell Members define and reach their cloud vision and goals. Our flexible approach and extensive cloud solution options falls in line with the NIST definition of cloud computing, which calls for "a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction." CDW's Hybrid Cloud and Multicloud practice provides multiple engagement models and delivery mechanisms, allowing Sourcewell Members to select the solution(s) that best suit their needs and digital priorities including: Discovery: Identifies and documents your existing cloud and cloud-native infrastructure and software delivery lifecycle processes. Assessment: Provides evaluations and remediation recommendations based on environment discovery, to meet and exceed cloud-native industry best practices for agile and secure workloads. Design: Provides environment designs specific to your business requirements, and a prescriptive path for getting there. Adoption: Provides education and implementation of the hands-on tools, platforms and processes needed for successfully adopting cloud-native patterns on public cloud or private infrastructure. Strategy: Analyze your application business requirements and provide concrete recommendations for the improvements needed in process, culture, tools and/or people. Proof of Concept: Assist in testing new cloud-native platforms, products and processes, and vet their compatibility in your cloud environments. Implementation: Once vetted, our engineers will implement the designed solution. Custom Development: Additional, non-standard requirements or requests can be proposed, tested, and implemented. Support and Consistency: Ongoing review, support, and managed consistency services to proactively deliver guidance and management recommendations specific to your cloud environment.
94	Describe which deployment methods you provide cloud-based services (e.g., private cloud, community cloud, public cloud, or hybrid cloud), if applicable.	CDW's Hybrid Cloud and Multicloud team empowers Sourcewell Members to adopt cloud-native best practices. Whether hybrid or multi-, public or private, CDW helps customers define and reach their cloud vision.

Table 17A: Category 3 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments

95	IT Asset Management Services, including hardware and software asset management, software as a service management, audit management, maturity assessments, sustainability solutions, and repair and maintenance;	(•) Yes ( ) No	Sourcewell Members working with CDW•G have access to all of their IT asset purchases through Rubi and the Rubi by CDW mobile app – CDW's trusted digital advisor for customers. Rubi's Asset Hub displays technology assets in an easy-to-understand manner and helps reduce the time and effort to uncover emerging and urgent technology needs such as: Visibility to all hardware and software purchased at CDW reducing the time and effort of manually tracking or waiting for a report from CDW. Software expiration dates are based on the invoice date and the duration of the license or subscription. Other factors such as activation date may also play into the expiration. Quick-glance summaries to identify technology that need immediate attention including software renewals, hardware age, and a consolidated snapshot of the entire product portfolio. Proactive renewal notifications before technology, licenses, or subscriptions expire. Filters to easily pinpoint asset groups or products by category, brand, age, and even estimated renewal dates. Quick search for individual assets by serial number and CDW-applied asset tags. CDW•G also offers a variety of IT Asset Management (ITAM) solutions including: Project-Based Engagement: These engagements provide visibility into your license position for a specific publisher or set of publishers. Assessing real data, rather than relying on estimates, shows your decision-makers where the organization stands and builds a business case for implementing ITAM. Maturity Assessment: Maturity assessments are designed to review your IT Asset Management policies, procedures, and tools, and provide you with a detailed outline of potential areas of risk for your business. Ongoing ITAM Solutions: If you want to ensure consistent visibility into your IT assets, CDW can work with you to provide long-term guidance and customized ITAM support services to drive improvement throughout your ITAM journey. Technology Solutions: Our partnerships with industry-leading vendors – Including Certero, Flexera, ServiceNow, Snow, and Zylo – enable us to match Sourcewell Members with the technology solution that best fits their ITAM goals and environment. These solutions in turn deliver accurate inventory data using standardized platforms to empower better decision-making.
96	IT datacenter decommissioning, including planning and valuation, data shredding, de-racking, de-cabling, de-powering, and packing; and,	(•) Yes ( ) No	Datacenter migrations and shutdowns are not a one-size-fits-all solution, as each customer and data center project have unique business requirements and processes. These business objectives drive the assessment, planning, and execution phases of CDW's Data Center Migration Services, helping to ensure effectiveness and minimize impact to business operations. Our Data Center team leverages experience and expertise to provide an overall solution designed to move or decommission workloads efficiently. Offered as part of CDW Lifecycle Refresh Services, specific datacenter decommissioning services address planning and valuation, data shredding and wiping, de-racking, de-cabling, and de-powering and include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

97	IT Asset Disposal and Retirement Services, including secure data destruction, serialization, asset value recovery, recycling, remarketing, refurbishing, onsite collection, and ESG reporting.	(•) Yes ( ) No	How We Work with our ITAD Partners CDW ITAD Services help customers manage end-of-product-lifecycles and safely, securely, and cost-effectively dispose of old equipment. ITAD includes device wiping, removal, evaluation, and recycling. Proper ITAD involves completely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. ITAD helps shield customers from the inherent financial, legal, and environmental risks associated with IT equipment retirement and disposal. Working with their segment-specific, dedicated account teams, customers simply submit a request, and we initiate and oversee equipment removal, audit, test, and wipe for all devices. On completion, customers receive a complete, detailed report that includes a buyback rebate on your CDW•G account for any devices of value. CDW ITAD Services accepts servers, networking equipment, storage devices, laptops, desktops, displays, printers, Chromebooks, smartphones, and tablets. A Full Lifecycle Refresh Solution CDW Lifecycle Refresh Services eliminate the risk in disposing of old IT equipment. Our ITAD Services include: Removal and safe disposal of retired assets Field technicians for proper de-install Packing and palletization assistance Secure transport and chain of custody Audit of assets with detailed reporting Certified Data Erasure/Destruction services (NIST 800-88 Standard) Electronics recycling

Table 17B: Category 3 - Industry Specific Questions

Table 17B: Industry Specific Questions relate to products and services offered in Category 3 (see Table 17A).

Line Item	Question	Response
98	Please list any certifications your company or your delivery partner(s) hold which are relevant to IT Asset Lifecycle Services, such as R2v3, e-Stewards, NAID AAA, ISO 9001, ISO 14001, ISO 45001, and ITAM Forum.	International Organization for Standardization (ISO) certified since 2001, CDW has a mature, well-defined Quality Management Systems that include continued compliance to the following relevant ISO Standards: ISO 9001 – Quality Management System: Sales, configuration, and support of computer and related technology within both of CDW's Configuration Centers. ISO 14001 – Environmental Management System: The environmental activities related to product/service management, inventory control, shipping, returns management, and receiving for computers and related technologies, excluding the office, cafeterias, and the lessee area. In addition, our delivery partners also hold NAID AAA, e-Stewards, and i-SIGMA certifications.
99	Please indicate the standards to which hard drives are wiped, such as the Department of Defense or NIST standard 800-88.	As part of compliance with government and industry requirements, CDW•G adheres to various standards which includes NIST Special Publication 800-88 (NIST SP 800-88), Guidelines for Media Sanitization.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - CDW_Financial Strength and Stability.pdf - Sunday December 17, 2023 10:38:44
- Marketing Plan/Samples - CDW_Marketing Plan Samples.pdf - Sunday December 17, 2023 10:40:58
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- Standard Transaction Document Samples (optional)
- Requested Exceptions - CDW_Requested Exceptions.pdf - Monday December 18, 2023 11:19:14
- Upload Additional Document - CDW_Upload Additional Documents.pdf - Monday December 18, 2023 10:41:10
- Pricing - Category 1 - CDW US and Canada Pricing Category 1.xlsx - Sunday December 17, 2023 10:43:49
- Pricing - Category 2 (optional)
- Pricing - Category 3 (optional)

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Hutchins, VP, Strategic Programs, CDW Government LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_17_Technology_Products_and_Services Tue December 12 2023 03:16 PM	☑	6
Addendum_16_Technology_Products_and_Services Thu December 7 2023 03:22 PM	☑	1
Addendum_15_Technology_Products_and_Services Wed December 6 2023 04:12 PM	☑	4
Addendum_14_Technology_Products_and_Services Tue December 5 2023 07:50 AM	☑	2
Addendum_13_Technology_Products_and_Services Fri December 1 2023 01:49 PM	☑	3
Addendum_12_Technology_Products_and_Services Thu November 30 2023 02:56 PM	☑	2
Addendum_11_Technology_Products_and_Services Tue November 28 2023 02:59 PM	☑	1
Addendum_10_Technology_Products_and_Services Mon November 27 2023 02:37 PM	☑	3
Addendum_9_Technology_Products_and_Services Wed November 22 2023 09:01 AM	☑	1
Addendum_8_Technology_Products_and_Services Mon November 20 2023 04:30 PM	☑	2
Addendum_7_Technology_Products_and_Services Wed November 15 2023 03:37 PM	☑	4
Addendum_6_Technology_Products_and_Services Thu November 9 2023 03:02 PM	☑	2
Addendum_5_Technology_Products_and_Services Wed November 8 2023 03:28 PM	☑	2
Addendum_4_Technology_Products_and_Services Tue November 7 2023 02:33 PM	☑	3
Addendum_3_Technology_Products_and_Services Fri November 3 2023 02:06 PM	☑	2
Addendum_2_Technology_Products_and_Services Thu November 2 2023 03:08 PM	☑	1
Addendum_1_Technology_Products_and_Services Tue October 31 2023 03:29 PM	☑	1

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DANIEL WOOLDRIDGE,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PZFJ837	8/7/2026	VMWARE 5Y ANNUALLY	5143572	$240,839.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A Start Date: 08/10/2026 End Date: 08/09/2027 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	155	8566362	$310.76	$48,167.80
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A Start Date: 08/10/2027 End Date: 08/09/2028 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	155	8566362	$310.76	$48,167.80
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A Start Date: 08/10/2028 End Date: 08/09/2029 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	155	8566362	$310.76	$48,167.80
VMW CLD FNDTN Mfg. Part#: VCF-CLD-FND-A Start Date: 08/10/2029 End Date: 08/09/2030 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)	155	8566362	$310.76	$48,167.80

QUOTE DETAILS (CONT.)				
VMW CLD FNDTN	155	8566362	$310.76	$48,167.80
Mfg. Part#: VCF-CLD-FND-A Start Date: 08/10/2030 End Date: 08/09/2031 Electronic distribution - NO MEDIA Contract: Sourcewell 121923 CDWG-Software GOV ONLY (121923)				

SUBTOTAL	$240,839.00
SHIPPING	$0.00
SALES TAX	$0.00
GRAND TOTAL	**$240,839.00**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: CITY OF LOUISVILLE ACCTS. PAYABLE 749 MAIN ST LOUISVILLE, CO 80027-1829 **Phone:** (303) 666-6565 **Payment Terms:** NET 30-VERBAL	**Shipping Address:** CITY OF LOUISVILLE DANIEL WOOLDRIDGE 749 MAIN ST LOUISVILLE, CO 80027-1829 **Phone:** (303) 666-6565 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Sales Contact Info

Ashton Ryan | (866) 811-6523 | ashtsel@cdwg.com

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For more information, contact a CDW account manager.

VMWare
Your use of the VMware by Broadcom offerings identified within this order are subject to (a) the standard end user agreement at https://www.vmware.com/agreements.html, (b) the Specific Program Documentation (the "SPD"), and/or SaaS Listing applicable to the VMware by Broadcom offerings and Maintenance located at https://www.broadcom.com/licensing and (c) the additional terms within this order (collectively, the "End User Terms"). Any terms that may appear on your purchase order that vary from or purport to add to the End User Terms (including, without limitation, pre-printed terms) are deemed not appended, inapplicable and void.

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City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 5.F.

Subject: Resolution No. 82, Series 2026 — A Resolution Approving a Purchase Contract to Buy and Sell Real Estate at 1501 Empire Road and the easterly portion of 1303 Empire Road

Date: September 1, 2026

Prepared By: Diana Langley, City Manager

Presented By: Diana Langley, City Manager

Summary:
Attached for consideration is a contract to sell 1501 Empire Road and the easterly portion of 1303 Empire Road for $3,585,000. Contingent to the sale is the City's responsibility to prepare a subdivision plat subdividing the property, which plat shall include a grant of easements for utilities and access to the Wastewater Treatment Plant.

Background / Prior Discussions:
The City of Louisville owns property at 1501 Empire Road and 1303 Empire Road. 1501 Empire Road is approximately 5.8 acres, with 1.78 acres being easement to allow access to the wastewater treatment facility. There are three buildings that were constructed around 1985: the main building, a secondary building, and a storage shed, totaling 19,192 leasable sf. 1303 Empire Road is a segmented parcel with a narrow sliver that adjoins 1501 Empire Road.

By Resolution No. 1, Series 2020, adopted on January 7, 2020, the City Council approved a Lease Agreement and a form sublease with AVID4 Adventure, Inc., for them to use the property, while maintaining an easement for access to the wastewater facility, through December 31, 2025. By Resolution No. 105, Series 2025, adopted December 16, 2025, the City Council extended the lease through June 30, 2027. There is a termination clause in the lease that allows the City to terminate the lease by giving AVID one hundred fifty (150) days written notice of the day that Avid must vacate the premises. The City receives $21,287.13 per month in rent, totaling $255,445.56 per year.

Development Proposal:
N/A

Analysis:
Earlier this year, the property was marketed for sale. On June 16, 2026, the City Council held an Executive Session and considered four letters of intent from interested buyers. After review of the letters of interest, the City Council authorized staff to negotiate a

Purchase Contract to Buy and Sell Real Estate (Contract) with Ripple Creek Properties, LLC, to purchase the property "As Is" for $3,585,000. A December 2025 appraisal of 1501 Empire Road valued the property at $2,950,000.

Key terms of the Contract are as follows:

- Sale Price - $3,585,000
- Earnest Money - $50,000 due within three (3) business days
- Due Diligence / Purchaser's Rights - Buyer gets a 60-day examination period to inspect the property and can terminate for any reason before the end of the examination period and receive the earnest money back.
- "As-Is" Sale - Buyer agrees to purchase the property "as is", except for specific warranties identified in the Contract. The Buyer is to rely on their own inspections.
- Closing - Closing must occur within 160 days of the effective date; either party can extend up to 90 days if subdivision/ordinance approvals are still pending.
- Cost Allocation - City pays cost of owner's title policy and half of escrow fees. Buyer pays recording/documentary fees, taxes, and half of escrow fees.
- Existing AVID4 Adventure Lease - The existing lease with AVID4 Adventure must be assigned at closing. The buyer may negotiate future modifications directly with the tenant.

The attached Resolution approves the Purchase Contract to Buy and Sell Real Estate with Ripple Creek Properties, LLC, authorizes the Mayor to execute the Contract, and authorizes the City Manager to do all things necessary on behalf of the City to perform the obligations of the City under the Contract.

In addition, the City Council will need to approve an ordinance authorizing the conveyance of the property, which will be presented to Council after the property has been subdivided and a new legal description has been created.

Council Work Plan:
This item is not specifically included in the 2026 Council Work Plan.

Fiscal Impact:
The sale price is $3,585,000. The City currently receives $255,445.56 annually in lease revenue. However, with the current lease agreement, the City is responsible for replacement of the roof, HVAC equipment, and electrical or plumbing equipment, structural or exterior replacements, and any other capital replacement or improvements, except to the extent that the same were necessitated by the negligent or wrongful actions of the tenant. With the buildings being over forty years old, they are reaching the point of requiring significant investment. Sale of the property at this time allows the City to dispose of a property that is no longer needed and limit long-term maintenance costs.

Alternatives:

Do not approve the Contract.

Recommendation:
Adopt a Resolution approving a Purchase Contract to Buy and Sell Real Estate at 1501 Empire Road and the easterly portion of 1303 Empire Road.

Attachments:
1. Resolution No. 82, Series 2026
2. 2026-09-01 Sale Contract - 1501 Empire Drive 52383851-v5 (clean)

RESOLUTION NO. 82
SERIES 2026

A RESOLUTION APPROVING A PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE FOR THE SALE OF PROPERTY LOCATED AT 1501 AND 1303 EMPIRE ROAD

WHEREAS, the City desires to sell a tract of land located west of the Louisville Wastewater Treatment Plant, also known as 1501 Empire Road and the easterly portion of 1303 Empire Road; and

WHEREAS, a Purchase Contract to Buy and Sell Real Estate has been prepared for the sale of the property; and

WHEREAS, the City Council desires to approve the contract and approve other actions in connection with the acquisition of the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The City Council hereby approves the Purchase Contract to Buy and Sell Real Estate between the City of Louisville and Ripple Creek Properties LLC (the "**Sale Contract**") in substantially the same form as the copy of such Sale Contract accompanying this Resolution.

Section 2. The Mayor is authorized to execute the Purchase Contract, and the Mayor is hereby further granted the authority to negotiate and approve such revisions to the Purchase Contract as determined necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Purchase Contract are not altered.

Section 3. The City Manager is further authorized to do all things necessary on behalf of the City to perform the obligations of the City under the Sale Contract and this resolution, and is further authorized to execute and deliver any and all documents necessary to effect the sale of the Property under the terms and conditions of said Sale Contract and this resolution, including but not limited to execution and delivery of closing documents required by the Purchase Contract or the title company in connection with closing.

PASSED AND ADOPTED this 1st day of September, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

PURCHASE CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT is made and entered into this ____ day of _____, 2026 (the "**Effective Date**"), by and between **RIPPLE CREEK PROPERTIES LLC** ("**Purchaser**") and the **CITY OF LOUISVILLE**, a Colorado home rule municipal corporation ("**Seller**"). Purchaser and Seller are collectively referred to as the "**Parties**."

WHEREAS, Seller is the owner of real property located at 1501 and 1303 Empire Road, Louisville, Colorado; and

WHEREAS, Purchaser desires to purchase from Seller the property at 1501 Empire Road and the easterly portion of 1303 Empire Road, including the two (2) enclosed buildings and storage shed located thereon; and

WHEREAS, Seller is willing to sell said property to Purchaser in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the promises, payment, covenants, and undertakings hereinafter set forth, and other good and valuable consideration, which is hereby acknowledged and receipted for, the Seller and Purchaser agree as follows:

1. Sale of Property. Subject to the terms and conditions of this Contract, the Purchaser hereby agrees to purchase, and Seller agrees to sell, the following described property and interests in real estate (collectively referred to as the "**Property**"):

> A tract of land located west of the Louisville Wastewater Treatment Plant per the Final Plat for the City of Louisville Wastewater Treatment Plant, City of Louisville, County of Boulder, also known as 1501 Empire Road and the easterly portion of 1303 Empire Road; all improvements, fixtures and structures thereon at the time of delivery of possession to the Purchaser; together with Seller's right, title and interest, if any, in and to (a) all appurtenances, streets, alleys, easements, rights-of-way in or to all streets or other interests in, on, across, in front of, abutting, or adjoining the Property; (b) Seller's rights, if any, in contracts, agreements, leases, warranties and guarantees respecting the Property, to the extent same are transferable; (c) Seller's licenses, permits, authorizations and approvals issued by governmental authorities respecting the Property, to the extent same are transferable; and (d) all studies, materials and plans, including but not limited to engineering, architectural, landscaping, drainage, grading and other plans, specifications and reports. The Parties agree that the Property shall be subdivided as provided in Section 4, below, and that a new legal description describing the Property will be prepared.

2. Purchase Price. The total purchase price of the Property (the "**Purchase Price**") shall be THREE MILLION FIVE HUNDRED AND EIGHTY-FIVE THOUSAND DOLLARS ($3,585,000.00), which shall be payable by the Purchaser in cash, certified

funds, wire transfer, or cashier's check (if acceptable as "good funds" under Colorado law) as follows:

a. Fifty Thousand Dollars ($50,000.00) (the "**Earnest Money**") shall be paid by Purchaser to First American Title Insurance, Attn: John Huemoller, jhuemoller@firstam.com, 1380 17th Street, Denver, CO (the "**Title Company**"), within three (3) business days following the Effective Date.

b. The balance of the Purchase Price shall be paid by Purchaser at the closing of the purchase and sale provided for in Section 9 (the "**Closing**").

3. Documents to be Obtained by or Delivered to Purchaser.

a. **Survey.** The Purchaser may at its sole expense contract for an ALTA engineering survey of the Property, which shall be certified to Purchaser, Seller, and the Title Company ("**Survey**").

b. **Title Commitment.** Within ten (10) days after the Effective Date, Seller shall furnish to the Purchaser, at Seller's expense, a commitment for an ALTA extended coverage policy of owner's title insurance issued by the Title Company showing the status of record title to the Property ("**Commitment**") and committing to insure, subject to the exceptions and requirements set forth therein, marketable title to the Property in Purchaser in an amount equal to the Purchase Price. The Commitment shall include complete and accurate copies of all documents identified in the schedule of exceptions. Extended title coverage shall be provided at Seller's expense. Additional endorsements requested by Purchaser will be at Purchaser's sole expense. The Commitment, together with any other documents referenced therein are referred to collectively herein as "**Title Documents**."

c. **Other.** Within ten (10) days of the Effective Date, Seller shall furnish to Purchaser, at Seller's expense, true copies of all leases, surveys, inspection results or other reports in Seller's possession or control pertaining to the Property, and shall disclose in writing to Purchaser all easements, liens, leases, licenses, or other matters not shown by the public records pertaining to the Property known by or to Seller. The Title Documents, Survey, and any other document, report or information relative to the Property that is delivered to or obtained by Purchaser are sometimes collectively referred to herein as "**Property Information**."

4. Condition Precedent to Seller's Performance. Purchaser acknowledges that Seller's obligation to close on the sale of the Property is expressly contingent upon the following conditions precedent on or before Closing:

a. **Subdivision.** Seller shall, at its expense, prepare a subdivision plat subdividing the Property, which plat shall include a grant of easements for utilities and access to the Wastewater Treatment Plant. Seller shall apply to the City of Louisville for approval of such plat.

b. **Ordinance.** Closing shall further be contingent upon adoption by the Louisville City Council and final effectiveness of an ordinance authorizing the conveyance of the Property to the Purchaser.

c. **Right to Terminate.** In addition to all other rights and remedies of Purchaser and Seller hereunder, either party shall have the right to terminate this Contract and make the same of no further force and effect in the event that: (i) subdivision approval is not obtained prior to Closing; (ii) the ordinance authorizing transfer of the Property is not finally effective as of the Closing; or (iii) in the event any action whatsoever is commenced to defeat or enjoin the Seller's performance under this Contract. If the Contract is terminated for any such reason, the Earnest Money shall be returned to the Purchaser, and the Parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

5. Condition Precedent to Purchaser's Performance. The obligation of Purchaser to purchase the Property is subject to the satisfaction of the following conditions precedent on or before the expiration of the Examination Period (defined below) or expiration of the title objection deadline, and if the conditions are not so satisfied, the unsatisfactory conditions may either be waived by Purchaser in writing designated as a waiver, or Purchaser may terminate this Contract in which event the Earnest Money shall be returned in full to Purchaser, and the parties will be released from all obligations hereunder other than those provisions hereof which expressly contemplate survival of termination.

a. **Examination Period.** Purchaser shall have sixty (60) calendar days following the Effective Date (the "**Examination Period**"), in which to inspect and evaluate the Property to determine the suitability of the Property for Purchaser's intended use. Purchaser shall have the right, but not the obligation, to conduct or obtain any and all inspections, studies, tests, surveys, and investigations of the Property that Purchaser deems necessary or desirable, including without limitation: (i) Phase I and, if recommended, Phase II environmental site assessments; (ii) geotechnical and soils investigations; (iii) structural and engineering inspections of all improvements; (iv) zoning and land use compliance review; (v) review of all permits, licenses, and governmental approvals; (vi) ALTA/NSPS survey; and (vii) any other tests or investigations relating to the physical, environmental, or legal condition of the Property.

i. Notwithstanding the foregoing, if any Phase I environmental site assessment with respect to the Property recommends that a Phase II environmental investigation be conducted, Purchaser shall have the right, upon written notice to Seller, to extend the Examination Period for up to an additional thirty (30) days to allow Purchaser, at its sole cost, to obtain and evaluate such Phase II environmental investigation.

ii. At any and all times during the term of this Contract, Purchaser and Purchaser's representatives, agents, consultants and designees shall have the

right to enter upon the Property, at Purchaser's own cost, for any purpose in connection with its proposed purchase, development or operation of the Property, including, without limitation, the right to make such inspections, investigations and tests as Purchaser may elect to make or obtain, including without limitation Phase I and Phase II environmental site assessments, soil borings, structural inspections, and other invasive testing. Purchaser shall provide Seller with reasonable advance notice of any invasive testing and shall use its commercially reasonable efforts to minimize any disturbrance to the Property's tenant during such testing. In the event Purchaser does not close on the purchase of the Property pursuant to this Contract, then Purchaser shall promptly restore the Property to the condition existing prior to performing any tests or activities on the Property, by Purchaser or at Purchaser's instance or request; provided, however, Purchaser shall not be required to remediate, repair, or restore any pre-existing condition on the Property or any condition discovered during Purchaser's inspections. Purchaser shall exercise care not to damage trees, curb or landscaping on the Property prior to Closing.

iii. Purchaser shall pay promptly when due for all work performed on the Property by Purchaser, or at Purchaser's instance or request, including, without limitation, all inspection fees, appraisal fees, engineering fees and other expenses of any kind incurred by Purchaser relating to the inspection of the Property, all of which shall be the sole expense of the Purchaser. Any and all liens, whether threatened or actually filed against any portion of the Property resulting from Purchaser's inspection of the Property, or as a result of work performed or materials supplied at Purchaser's instance or request, shall be satisfied and removed by Purchaser within ten (10) business days after notice thereof is given to Purchaser. Purchaser shall indemnify, defend, protect and hold Seller harmless from any claims, injuries, losses, liens, judgments, liabilities, damages or expenses (including reasonable attorney's fees and costs) arising out of or incurred in connection with the activities of Purchaser, its agents, designees, or representatives, including entering onto or otherwise inspecting the Property hereunder, or arising from or in connection with any and all mechanic's liens and physical damage to property or persons arising out of any such entry by Purchaser or its agents, designees or representatives; provided, however, Purchaser shall not be liable to Seller for (a) any release of pre-existing Hazardous Materials (defined below) arising from the conduct of any investigation or testing of the Property, except to the extent such release is caused by the negligence or misconduct of Purchaser, its agents, contractors, or employees, or for any diminution in market value of the Property resulting from the information disclosed by any such investigation or tests, (b) any negligence or misconduct of Seller or any agent, contractor, or employee of Seller, or (c) any pre-existing conditions on or about the Property. The indemnification obligation of Purchaser hereunder shall survive the termination of this Contract.

iv. If on or before the expiration of the Examination Period, Purchaser determines for any reason or for no reason not to proceed with the acquisition of the Property, Purchaser may elect by written notice to Seller given on or before expiration of the Examination Period to terminate this Contract, and upon giving such notice this Contract shall terminate, the Earnest Money shall be returned to Purchaser by the Title Company, and the parties shall be released of all further obligations under this Contract, except for those obligations which expressly survive termination of this Contract. If, however, Purchaser fails to give such notice, then the condition precedent set forth in Section 5.a shall be deemed satisfied and this Contract shall continue in full force and effect.Upon termination of this Contract, Purchaser will deliver to Seller all reports, studies, and similar documents (except for financial analysis prepared by Purchaser for the Property which are considered proprietary and shall not be provided to Seller by Purchaser) prepared for or by Purchaser concerning the Property at no cost to Seller and Seller may use such work product for any and all purposes. Seller hereby releases and holds harmless Purchaser, and Purchaser's officers, employees, agents, consultants, and representatives, from any and all claims, liabilities, damages, losses, costs, or expenses (including reasonable attorneys' fees) arising out of or related to Seller's use of the work product delivered by Purchaser under this Section.

b. **Title Documents and Survey.** Purchaser shall have sixty (60) calendar days after Purchaser's receipt of the later of the Title Documents or Survey to object, in a writing delivered to Seller, to any matters shown on the Title Documents or Survey. Purchaser shall be deemed to have automatically objected to (i) any mortgage, deed of trust, judgment lien, tax lien, mechanic's lien, or other monetary lien against the Property, and (ii) any title exceptions created by, through, or under Seller after the Effective Date, except such automatic objection shall not apply to Seller's subdivision plat and related easements as set forth in Section 4.a.

i. If Seller is willing to cause the cure or removal of any of the matters to which Purchaser objects upon terms acceptable to Purchaser in Purchaser's sole and absolute discretion, which cure may, with Purchaser's consent, include insuring over such objectionable title matters, then Seller shall so notify Purchaser within ten (10) calendar days of Seller's receipt of Purchaser's notice. If Seller does not respond, or chooses not to cure or remedy all of Purchaser's objections, or if Seller is unable to remove any such matters, Purchaser may elect either: (i) to terminate this Contract by delivery of written notice to Seller within ten (10) calendar days after Purchaser's receipt of Seller's notice and receive a full refund of the Earnest Money from the Title Company; or (ii) to modify such objection and to complete the transaction as otherwise contemplated by this Contract, with any reduction of the Purchase Price as may be mutually agreed upon by Purchaser and Seller. Notwithstanding the foregoing, Seller shall, at or before Closing and regardless of whether Purchaser includes any such matters in its objections, (a) pay or cause to be satisfied all mortgages, deeds of trust, judgment liens, tax liens,

mechanic's liens, and other monetary liens against the Property, and (b) remove all title exceptions created by, through, or under Seller after the Effective Date, except Seller shall not be required to remove Seller's subdivision plat and related easements as set forth in Section 4.a. If Seller elects to cure or remove any title or survey matters objected to by Purchaser, and Seller cannot thereafter cure or remove the same by Closing, Seller shall have the right, but not the obligation, to extend the Closing for a period of up to sixty (60) calendar days to attempt to cure, insure over or remove such exceptions or defects to the satisfaction of Purchaser.

ii. In the event of Purchaser's election to terminate this Contract pursuant to this Section, upon Seller's receipt of Purchaser's written notice of such election, this Contract shall terminate, the Earnest Money shall be returned to Purchaser from the Title Company, and the parties shall be released of all further obligations under this Contract, except for those obligations which expressly survive termination of this Contract. If Purchaser does not elect to terminate this Contract in accordance with this Section, Purchaser shall thereby be deemed to have indicated its acceptance of, and waiver of any and all objection to all matters, exceptions and requirements set forth on the Commitment or the Survey, and its acceptance of the status of title to the Property generally. At such time, all matters then shown on Schedule B-2 of the Title Commitment and the Survey shall be deemed "**Permitted Exceptions**."

6. **Seller's Representations and Warranties.** Seller represents and warrants to Purchaser as of the Effective Date of this Contract and as of the Closing Date as follows:

a. Seller is a municipal corporation duly organized and legally existing under the laws of the State of Colorado. The person executing this Contract on behalf of Seller has the authority so to act.

b. To Seller's knowledge, the performance by Seller under this Contract is consistent with and not in violation of, and will not create any default under, any contract, agreement or other instrument to which Seller is a party, any judicial order or judgment of any nature by which Seller or the Property is bound.

c. To Seller's knowledge, there is no litigation pending or, to Seller's knowledge, threatened, which would affect the Property or Seller's ownership thereof.

d. Seller is not a "foreign person" within the meaning of Sections 1445(f)(3) and 7701(a)(30) of the Internal Revenue Code and Seller will furnish to Purchaser at Closing an affidavit confirming the same.

e. Seller has no knowledge, and Seller has not received any order, notice, or other communication (written or oral) relating to: (i) any violation, alleged violation, or other failure to comply with any Environmental Laws (defined below) relating to the Property; or (ii) the presence, use, storage, transportation, discharge or disposal of any

Hazardous Materials on, in, under or from the Property. To the best of Seller's knowledge, Seller has not used, generated, transported, discharged, released, manufactured, stored or disposed of any Hazardous Materials from, into, at, on, under or about the Property. To the best of Seller's knowledge, neither the Property nor any property adjoining the Property owned by the Seller contains or has contained at any time any above-ground storage tanks, underground storage tanks, landfills, surface impoundments, or disposal areas, except as follows: the Louisville Wastewater Treatment Plant (WWTP) is located and operated on the parcel directly adjacent to the Property.

f. To Seller's knowledge, the Property is not in violation of any applicable statutes, ordinances, codes (including, but not limited to, zoning, building, subdivision, environmental, health, fire and safety codes), or rules and regulations of any governmental authority having jurisdiction over the Property, and Seller has received no notice of any such violation.

g. There are no existing or pending special assessments against the Property, and Seller has no knowledge of any proposed special assessments against the Property.

h. No contractual or donative commitments relating to the Property have been made by, for or on behalf of Seller to any governmental authority, utility company, community association, or to any other organization, group, or individual which would impose any obligation upon Purchaser to make any contribution or dedication of money or land, or to construct, install or maintain any improvements of a public or private nature on or off the Property; provided the foregoing shall not apply to generally applicable City of Louisville ordinances relating to land use and development.

i. The Property will be conveyed by Seller to Purchaser free and clear of all leases or tenancies by other parties claiming through Seller, except as follows:

i. **Property Subject to Lease.** Seller is party to that certain Lease Agreement by and between the City of Louisville and Avid4 Adventure, Inc. (the "**Lease**") pertaining to the Property and which has an expiration date of June 30, 2027. The Parties agree that the Lease shall be transferred to Purchaser at Closing, and the Parties further agree to execute and deliver any necessary agreement or other documents required to effectuate such transfer. In addition, Seller shall at Closing, and at its election, either deliver separately or credit to Purchaser all or such portion of the security deposit as is required to be returned to returned to the tenant under the terms of the Lease. Notwithstanding any provision in this Contract to the contrary, Purchaser shall have the right, at Purchaser's sole option and discretion, prior to Closing to contact the tenant under the Lease and to negotiate modifications of the Lease; provided, however, that (a) no such modification shall become effective prior to the Closing, and (b) Purchaser shall provide Seller with written notice of any such proposed modification within five (5) business days after reaching agreement in principle with the tenant.

j. Seller shall notify Purchaser in writing if, at any time prior to Closing, there are any material changes to the foregoing representations and warranties adverse to Purchaser, and in such event, Purchaser has the right, but not the obligation to terminate this Contract within ten (10) business days after said notice is delivered by Seller, whereupon the Earnest Money shall be returned to Purchaser in full from the Title Company.

7. Purchaser's Representations and Warranties. Purchaser hereby represents and warrants to Seller as of the Effective Date of this Contract as follows:

a. This Contract constitutes the legal, valid and binding obligation of Purchaser and is enforceable against Purchaser in accordance with its terms. The execution and delivery of this Contract, and Purchaser's performance under this Contract, are within Purchaser's powers and have been duly authorized by all necessary company action. The person(s) executing this Contract on behalf of Purchaser has the authority to so act.

8. Disclaimer of Certain Representations and Warranties.

a. Purchaser acknowledges that Seller is affording Purchaser the opportunity for full and complete investigations, examinations and inspections of the Property. Except as specifically set forth herein, Purchaser acknowledges and agrees that Seller has not made any independent investigation or verification of, nor has any knowledge of, the accuracy or completeness of any of the Property Information and the Property Information is being furnished to Purchaser at its request and for the convenience of Purchaser. Purchaser is relying solely on its own investigations into the Property and is not relying in any way on Property Information furnished by Seller. Seller expressly disclaims any representations or warranties with respect to the accuracy or completeness of the Property Information and any duty of disclosure provided in this Contract, and Purchaser releases Seller and Seller's officers, employees, agents and representatives, from any and all liability with respect to the Property Information, except for the warranty of title set forth in the special warranty deeds delivered at Closing and except for those matters expressly represented and warranted by Seller in Section 6 of this Contract.

b. Purchaser acknowledges that it is purchasing the Property based solely on its inspection and investigation of the Property and that Purchaser will be purchasing the Property "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of the Closing, except as otherwise expressly provided in Section 6 of this Contract. Without limiting the foregoing, Purchaser acknowledges that, except as expressly set forth in this Contract, Seller, its officers, employees, agents and representatives have not made, do not make and specifically negate and disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral or written, with respect to the Property; provided, however, that the foregoing disclaimers shall not apply to any express representations, warranties, or covenants of Seller set forth in Section 6 of this Contract and the warranty of title set forth in the special warranty deed delivered at Closing.

SELLER MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6 OF THIS CONTRACT.

c. Purchaser's failure to elect to waive the conditions pursuant to Section 5.a shall be deemed an acknowledgment by Purchaser that Purchaser has inspected the Property, is thoroughly acquainted with and accepts its condition, and has reviewed, to the extent necessary, in its discretion, all the Property Information and Seller shall not be liable or bound in any manner by any oral or written information pertaining to the Property furnished by Seller, Seller's officers, employees, agents or representatives, except for the express representations and warranties of Seller set forth in Section 6 of this Contract and the warranty of title set forth in the special warranty deed delivered at Closing.

d. Upon Closing, Purchaser shall assume the risk that adverse physical, environmental, governmental compliance, geotechnical and other conditions from whatever source may have been revealed by Purchaser's investigations, and Purchaser, upon closing, shall be deemed to have waived, relinquished and released Seller, and Seller's officers, employees, agents and representatives, from and against any and all claims, demands, causes of action, losses, damages, liabilities, costs and expenses of any kind or character, known or unknown, which Purchaser might have asserted or alleged against Seller or Seller's officers, employees, agents and representatives at any time by reason of or arising out of any latent or patent physical conditions, violations of applicable laws (other than Environmental Laws as to pre-existing conditions) and any and all other acts, omissions, events, circumstances or matters regarding the condition of the Property; provided, however, that the foregoing release shall not apply to (i) any breach by Seller of any representation, warranty, or covenant set forth in Section 6 of this Contract or (ii) any fraud or intentional misrepresentation by Seller.

e. As used in this Contract, the term "**Hazardous Materials**" means (i) hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including, but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.; the Toxic Substance Control Act, 15 U.S.C. § 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. § 1802; the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq.; the Clean Water Act, 33 U.S.C. § 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. § 300(f) et seq.; the Clean Air Act, 42 U.S.C. § 7401 et seq.; and in any permits, licenses, approvals, plans, rules, regulations or ordinance adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar federal, state or local laws, regulations, rules or ordinances now or hereafter in effect relating to environmental matters (collectively the "**Environmental Laws**"); and (ii) any other substances,

constituents or wastes subject to any applicable federal, state or local law, regulation or ordinance, including any Environmental Law now or hereafter in effect, including but not limited to petroleum, refined petroleum products, waste oil, waste aviation or motor vehicle fuel, and asbestos.

9. Closing.

a. **Conditions Precedent to Purchaser's Obligation to Close.** Purchaser's obligation to close under this Contract shall be subject to and conditioned upon the fulfillment of each and all of the following conditions precedent:

i. The Title Company shall be unconditionally committed to issue the Owner's Policy for the Property as described in Section 10.b and otherwise as provided in this Contract;

ii. All of Seller's representations and warranties set forth in Section 6 of this Contract shall be true and correct in all material respects on and as of the Closing Date with the same force and effect as though such representations and warranties had been made on and as of the Closing Date;

iii. Seller shall have performed all covenants and obligations and complied with all conditions required by this Contract to be performed or complied with by Seller on or before the Closing Date;

iv. No material adverse change shall have occurred with respect to the Property or any portion thereof from the Effective Date through the Closing Date.

b. **Failure of Purchaser's Closing Conditions.** If any of Purchaser's closing conditions set forth in Section 9.a are not met, Purchaser may (i) waive any of Purchaser's Closing Conditions and proceed to Closing with no offset or deduction from the Purchase Price, (ii) terminate this Contract and receive a return of the Earnest Money, or (iii) if such failure constitutes a default by Seller, exercise any of its remedies pursuant to Section 14.a below.

c. The Closing for Property shall be held within one hundred and sixty (160) days of the Effective Date (the "**Closing Date**"). In the event that the conditions set forth in Section 4 have not been satisfied by the date set for Closing, either party may extend the Closing for up to ninety (90) days upon written notice to other party, for purposes of satisfying the conditions.

d. The specific time of the Closing shall be set by mutual written agreement of the parties. The place of Closing shall be the offices of the Title Company, or such other place as may be designated by mutual written agreement of the Parties.

10. Obligations of Seller at Closing. Seller shall have the following obligations at Closing:

a. Seller shall execute, have acknowledged and deliver to Purchaser, a special warranty deed conveying title to Purchaser free and clear of leases, tenancies and parties in possession and subject only to the Permitted Exceptions and the Lease described in Section 6.i.

b. Seller shall cause the Title Company to deliver to Purchaser either: (i) a current Owner's Policy on the Property to be issued pursuant to the Commitment showing no lien, encumbrance or other restriction other than the Permitted Exceptions; or (ii) an unqualified written commitment from the Title Company to deliver such an Owner's Policy.

c. Seller shall deliver to Purchaser an affidavit setting forth Seller's federal tax identification number and certification that it is not a "foreign person" within the meaning of the Internal Revenue Code.

d. Seller shall execute such other documents as are reasonably required by the Title Company to effectuate the transaction contemplated herein.

e. Possession of the Property shall be delivered to the Purchaser on or before the date and time of Closing.

11. Obligations of Purchaser at Closing. Purchaser shall have the following obligations at Closing:

a. Purchaser shall deliver the Purchase Price less the amount of the Earnest Money to Seller, subject only to the adjustments set forth in Section 12.

b. Purchaser shall execute such other documents as are reasonably required by the Title Company to effectuate the transaction contemplated herein.

12. Closing Costs. Closing costs and adjustments shall be allocated as follows:

a. Seller will pay the cost of the Owner's Policy of Title Insurance to be provided pursuant to the terms of this Agreement, one-half of any escrow or other Title Company Closing fees, and the fees of Seller's counsel.

b. All real property taxes levied against the Property and other regular expenses, if any, affecting the Property shall be paid by Purchaser.

c. Purchaser shall pay the cost of recording the special warranty deed and other conveyance documents, all documentary fees and taxes, and any other documents to be recorded in connection with the Closing, one-half of the escrow fees or other Title Company Closing fees and the fees of Purchaser's counsel.

13. Time of Essence. Time is of the essence of the obligations of the Parties.

14. Remedies. The Parties shall have the following remedies in the event of a breach of this Contract. However, before either party is deemed in default of this Contract, the other party must provide it written notice of the alleged violation and the defaulting party shall have at least ten (10) calendar days thereafter to cure such violation (or such longer period as may be reasonably necessary to complete the cure if the violation cannot be cured within ten (10) days, provided the defaulting party commences cure within such ten (10) day period and diligently pursues the same to completion).

a. If Seller is in default, Purchaser may: (i) terminate this Contract upon written notice to Seller, in which event the Earnest Money and all interest earned thereon shall be returned to Purchaser, and Purchaser shall be entitled to recover from Seller all of Purchaser's actual out-of-pocket costs and expenses incurred in connection with this Contract, including without limitation due diligence costs, title and survey costs, legal fees, and inspection costs, which costs and expenses shall not exceed $20,000 in aggregate; or (ii) elect to seek specific performance of this Contract from Seller because of such default; or (iii) bring an action for damages suffered as a result of such default. The remedies set forth in this Section 14.a are cumulative and non-exclusive, and Purchaser may elect to pursue any one or more of such remedies at any time or from time to time.

b. If Purchaser is in default, Seller may terminate this Contract by written notice to Purchaser, and have the Earnest Money released to Seller as liquidated damages. THE PARTIES HERETO ACKNOWLEDGE THAT SELLER'S DAMAGES DUE TO PURCHASER'S DEFAULT HEREUNDER ARE DIFFICULT TO ASCERTAIN AND AGREE THAT THE AMOUNT OF THE EARNEST MONEY REPRESENTS A REASONABLE ESTIMATE OF SELLER'S DAMAGES.

c. Upon termination of this Contract pursuant to this Section, neither party shall thereafter have any further obligations to the other party except as contemplated by this Section and except for any provisions of this Contract which expressly survive such termination.

d. Notwithstanding anything to the contrary in this Contract, in the event of any breach by Seller of any representation, warranty, or covenant that survives Closing, Purchaser shall be entitled to pursue all remedies available at law or in equity, including without limitation actual damages; provided, however, neither party shall be entitled to recover special, indirect, consequential, or punitive damages from the other party.

15. Condemnation. Promptly upon learning of the institution, prior to Closing, of any proceedings for the condemnation of any part of the Property, Seller or Purchaser will immediately notify the other in writing of the pendency of such proceedings. At Purchaser's election which shall be made within sixty (60) calendar days following Purchaser's receipt of written notice of such condemnation or eminent domain proceedings Purchaser may at its option either: (a) terminate this Contract by notifying Seller within the sixty (60) calendar day period and receive a full refund of the Earnest Money from the Title Company and the parties shall be relieved of all obligations

hereunder except those that expressly survive termination hereof; or (b) elect to consummate the transaction provided for herein. In the event Purchaser so elects to consummate the transaction then this Contract shall remain in full force and effect and Seller shall assign to Purchaser any and all of its right, title and interest in and to any award or other benefits made or to be made in connection with such condemnation or eminent domain proceeding to the extent affecting the Property. Purchaser shall be entitled to participate with Seller in all negotiations and dealings with the condemning authority in respect of such matter; provided, however, that Purchaser shall have the right to finally approve any agreement with the condemning authority. Purchaser shall take title to the remainder of the Property with the assignment of such proceeds and subject to such condemnation or eminent domain proceeding and without reduction in the Purchase Price.

16. Survival of Representations and Warranties. No representations or warranties whatever are made by any party to this Contract except as specifically set forth in this Contract. The representations, warranties and indemnities made by the parties to this Contract and the covenants and agreements to be performed or complied with by the respective parties under this Contract before Closing shall be deemed to be continuing and shall survive the Closing; provided, however, the representations and warranties of Seller and Purchaser shall terminate on the date which is eighteen (18) months after the Closing Date. Nothing in this Section shall affect the obligations and indemnities of the parties with respect to covenants and agreements contained in this Contract that are permitted or required to be performed in whole or in part after the Closing Date.

17. Effect of Headings. The subject headings of articles, paragraphs and subparagraphs of this Contract are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

18. Entire Agreement/Survival of Contract. This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings of the parties regarding the subject matter of this Contract. This Contract and all provisions hereof shall survive the Closing contemplated hereunder except as expressly set forth herein to the contrary.

19. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

20. Assignment. Purchaser may assign this Contract to (a) any entity which controls, is controlled by, or is under common control with Purchaser, or (b) any entity in which Purchaser or its principals has a direct or indirect ownership interest, upon written notice to Seller but without requiring Seller's consent. Any other assignment by Purchaser shall require the prior written consent of Seller, which consent shall not be unreasonably

withheld, conditioned, or delayed. Upon any permitted assignment, Purchaser shall not be released from its obligations hereunder unless Seller provides a written release.[1]

21. Notice. Whenever notice is required to be given hereunder, it shall be in writing and delivered to the party entitled thereto or mailed to the party entitled thereto, by hand delivery, facsimile transmission, e-mail or certified mail, return receipt requested. If delivered, said notice shall be effective and complete upon delivery. If e-mailed or faxed, said notice shall be effective upon receipt as evidenced by sender's transmission receipt. If mailed, said notice shall be effective and complete three (3) days after mailing. Until changed by notice in writing, notice shall be given as follows:

To the Seller:	City Manager City of Louisville 749 Main Street Louisville, CO 80027 e-mail: dlangley@louisvilleco.gov
With a copy to:	City Attorney Kelly PC 749 Main Street Louisville, CO 80027 email: melinda@kellypc.com
To the Purchaser:	Ripple Creek Properties LLC Attn: Beau Breck 1127 Sherman St, #150 Denver, CO 80203 email: beau@ripplecreekproperties.com
With a copy to:	Brownstein Hyatt Farber Schreck, LLP Attn: Abby L. Kirkbride 675 15th Street, Suite 2900 Denver, CO 80202 email: akirkbride@bhfs.com

22. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Colorado.

23. Time Calculations. Unless otherwise indicated, all periods of time referred to in this Contract shall refer to calendar days and shall include all Saturdays, Sundays and state or national holidays; provided that if the date to perform any act or give any notice with respect to this Contract shall fall on a Saturday, Sunday, or state or national holiday in Louisville, Colorado, such act or notice may be timely performed or given on

[1] NTD: Purchaser anticipates assigning the PSA in a joint venture transaction. However, Beau Breck is anticipated as remaining a manger or co-manager of any assignee.

the next succeeding day which is not a Saturday, Sunday or state or national holiday in Louisville, Colorado. Each day shall be deemed to expire at 5:00 p.m. Mountain Standard Time.

24. Broker's Fees. In connection with this transaction, the Seller is represented by Kentwood Commercial and the Purchaser is represented by Stream Realty Partners. Each of the parties represents and warrants to the other that it has not employed, retained or otherwise utilized any other broker or finder in connection with any of the transactions contemplated by this Contract who is entitled to any commission or finder's fees in connection with the transaction. To the extent permitted by law, the parties each agree to indemnify and hold harmless one another against any loss, liability, damage, cost, claim or expense incurred by reason of any brokerage commission or finder's fee alleged to be payable because of any act, omission or statement of the indemnifying party.

25. Costs. If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

26. Partial Invalidity. In the event that any condition or covenant herein contained is held to be invalid or void by any court of competent jurisdiction, the same shall be deemed severable from the remainder of this Contract and shall in no way affect any other covenant or condition herein contained. If such condition, covenant or other provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

27. Oil, Gas, Water, and Mineral Disclosure.

a. THE SURFACE ESTATE OF THE PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.

b. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND RECORDER.

c. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION OPERATIONS, STORAGE, OIL AND

GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

d. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL AND GAS CONSERVATION COMMISSION.

28. Further Acts. Each of the parties hereto covenants and agrees with the other, upon reasonable request from the other, from time to time, to execute and deliver such additional documents and instruments and to take such other actions as may be reasonably necessary to give effect to the provisions of this Contract.

29. Amendment. This Contract shall not be amended, altered, changed, modified, supplemented or rescinded in any manner except by a written agreement executed by Purchaser and Seller.

IN WITNESS WHEREOF, the Parties to this Agreement have set forth their hand, to be effective as of the Effective Date.

SELLER:
CITY OF LOUISVILLE, a Colorado home rule municipal corporation

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

PURCHASER:

RIPPLE CREEK PROPERTIES LLC

By: _____
Beau Breck, Managing Member

ACKNOWLEDGMENT

STATE OF COLORADO)
)ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026 by Beau Breck as Managing Member of Ripple Creek Properties LLC.

Witness my hand and official seal.

My commission expires on: _____

(SEAL)

_____
Notary Public

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 8.A.

Subject: City Manager's Initial Budget Presentation
One round of public comment will be taken for this item.

Date: September 1, 2026

Prepared By: Ryder Bailey, CPA, Finance Director
Mahyar Mansurabadi, Finance Analyst
James Franks, CPA, Deputy Director

Presented By: Ryder Bailey, CPA, Finance Director
Diana Langley, City Manager
Samma Fox, Deputy City Manager

Summary:
Following multiple previous Budget Development Discussions, Staff is presenting the City Manager's Initial 2027-28 Budget and the 2027-2032 Capital Improvement Plan. As of this presentation, Staff is presenting a Structurally Balanced Operating Budget across most City Funds for 2027 and 2028. Notably, additional work on the Six-Year 2027-2032 Capital Improvement Plan is underway, and Staff will present it to Council at its September 22nd Meeting.

Background / Prior Discussions:
Previous Discussions on the 2027-2028 Budget Development were held on the following dates:

- Budget Retreat Preview - Finance Committee Meeting - July 2 (Link)
- Budget Retreat - City Council Meeting - July 22nd (Link)
- Budget Retreat Follow-Up Capital Improvement Plan and Service Level Reductions, Alignments, and Efficiencies - August 11th (Link)
- **B**udget Update - Finance Committee Meeting - August 20th (Link)

Future Budget Discussion to be held on the following dates:

- Budget Update - Capital Improvement Plan Refinement - City Council Meeting - September 22nd
- Budget Public Hearing & City Manager's Final Budget Presentation - City Council Meeting - October 20th
- Budget Adoption - City Council Meeting - November 2nd

Development Proposal:

NA

Analysis:
Please refer to PowerPoint presentation and other attachments.

Council Work Plan:
Core Services - The formulation of the City's Budget is one of the most important activities that the City of Louisville undertakes each year. The budget process aims to deliver efficient services to residents and stakeholders of the City in a manner that aligns resources with the policies, goals, mission, and vision of the City.

Fiscal Impact:
Please refer to PowerPoint presentation.

Alternatives:
NA

Recommendation:
Discussion and Direction

Attachments:
1. City Manager Initial Budget Presentation - Sept 1 - PowerPoint

City Manager's Initial Budget Presentation 2027-28

Diana Langley, City Manager
Samma Fox, Deputy City Manager
Ryder Bailey, CPA, Finance Director
James Franks, CPA, Deputy Finance Director
Mahyar Mansurabadi, Financial Analyst
September 1st, 2026

City of Louisville

Today's Agenda / Purpose

- Budget Calendar
- Transitional Budget Years
- Revisit Council Direction Received to Date
- Summary of Operational, Personnel, & Service Level Adjustments
- Summary of Other Council Direction Received at Budget Retreat (and Since)
- Direction Sought to Balance Operating Budgets
- Review Latest Long-Term Financial Forecasts for City Major Funds

Budget Calendar – Work To Date

- March – July
  - Department 2027-28 Operational & Capital Budgets developed, and Preliminary Revenue Estimates prepared
  - Finance and CMO Staff consolidate inputs and develop materials for Budget Retreat
- July 2 – Finance Committee – Budget Retreat Preview
- July 22 – City Council Annual Budget Retreat
- August 11 – City Council Special Meeting – Capital Improvement Plan & Service Level Reduction, Alignments, and Efficiencies
- August 20 – Finance Committee – Budget Update & Retreat Recap

Budget Calendar – Looking Forward

- **Tuesday, September 1st – Council Meeting – City Manager's Initial Budget Presentation**
- September 22nd– Council Meeting – 2027-2032 CIP Refinement Budget Working Session
- Tuesday, Oct 20th – Council Meeting – City Manager's Final Budget Presentation
- Monday, November 2nd – 2027-28 Budget and C-I-P Adoption

Transitional Budget Years

- We are entering Transitional Budget Years and laying the Groundwork for Beyond 2028.
- As we enter this two-year budget cycle amid fiscal headwinds, rising costs, and economic uncertainties, this measured approach will allow for thoughtful exploration and consideration as we work towards financial stability.
- Department Heads have proposed reductions, alignments, and efficiencies that can be implemented in the near term, but over the course of the next two years, this allows us to implement more impactful changes.

Summary of Operational, Personnel & Service Level Adjustments - Revisited

City of Louisville

Summary of Operational Adjustments

Request Description	Department	2027 Cost	2028-2032 Cost	One Time / On Going	Fund
Market Adjustments (7%) - Police	Police	$160,000	~$930,000	On Going	General
Citywide Training Increase	HR	46,000	130,000	On Going	General / Utilities
NeoGov Perform and Policy Management Modules	HR	25,000	226,000	On Going	General & Utilities
Hard to Recycle Voucher –(2027 & 28) *Possible Grant Funded*	CMO	37,000	37,000	2027 & 2028	General Fund/ Bag Tax

Summary of Operational Adjustments. - Cont.

Request Description	Department	2027 Cost	2028-2032 Cost	One Time / Operational	Fund
Sundance Festival - Potential Impacts Set - Aside	CMO	$100,000	-	One Time	General
Cost Allocation Analysis	CMO	50,000 (previously $100K)	-	One Time	General
Compensation Policy Analysis	HR	50,000	-	One Time	General
Community Survey (2028)	CMO	-	40,000	One Time	General
Event Cost Inflation for 4th of July, Summer Concerts, and Special Events (B&C Request)	CS	28,000	28,000	2027 & 2028	General

Summary of FT Personnel Adjustments

Request Description	Department	FTE	Cost (incl Benefits)	Fund(s)
Parks Project Supervisor *Replaced Deputy Director Parks, Recreation & Open Space*	**PROS**	**1**	**$130,000**	**Capital**
Youth & Sports Coordinator	Recreation / PROS	1	89,000	Recreation
Recreation Assistant – Nights	Recreation / PROS	0.8	74,000	Recreation
Natural Resources Technician	Open Space / PROS	1	83,500	Open Space
Operations Technician I	PW - Operations	1	85,000	General & Utilities
Construction and Stormwater Inspector	PW - Engineering	1	111,000	General & Utilities
Civil Engineer I/II	PW - Engineering	1	155,000	General & Utilities
	Total	**6.8**	**$727,500**	

Summary of Variable Adjustments

Request Description	Department	Net Cost	Fund	CMO Rec / In Model
Lifeguards	Recreation / PROS	$140,000	Recreation	Yes, In Model
Golf Course *(Maintenance Workers & Guest Service Attendants)*	Recreation / PROS	85,000 (previously $120K)	Golf	Yes, In Model
Part Time Special Events Coordinator*	Cultural Services	40,000*	General	Yes, B&C Request, funded in 2027 & 2028
Museum Associate (Interns)	Cultural Services	14,000	General	Not in Model, Dependent upon Historic Tax outcome
		$279,000		

Summary of Service Level Adjustments

- Reduce Sustainability Programs, previously grant-funded
- Discontinue Piloted Community Event Sponsorship Program
- Eliminate Dog Licenses
- Cease Printing of Utility Billing Inserts
- Consider Board & Commission Mergers and reducing # of meetings
- Consolidate Communication Channels
- Extend Life of Library Computers
- Shift Utility Billing Credit Card Fees to Customer *(*retain a free e-check option)*
- Eliminate Data Axel
- Eliminate Mango Languages (2028)
- Eliminate Employee Golf Discount
- Reduce # of PROS capital projects
- Consider to Limit # / Scope of Code Amendments
- Reduce # of Business Beat Round tables (EV)
- Reduce # of PD Community Engagement Events
- Evaluate # of Special Events
- Review Cost recovery of Special Duty Pay for Police
- Eliminate Block Party Event

Summary of Other Council Direction at Budget Retreat (and Since)

City of Louisville

September 1, 2026

Summary of Other Council Direction at Budget Retreat (and Since)

- Parks Fund – Extend and increase CTF Transfer to support Parks Operations by $25K to $125K
- Open Space Fund – Adjust Acquisition Reserve to $2M (previously $5M)
- Golf Fund – Refine Projections and Continue to Engage Recreation Advisory Board (RAB)
- Recreation Fund – Refine Projections and Evaluate Fees
- Rec Center Debt Service Fund – Suspend temporary credit first implemented in 2024, adjust mill levy to 1.70 (previously 1.35)
- Capital Fund - August 11th Council meeting, Reduce Paving budget by $2M in 2027 & 2028 and continue to refine Capital Improvement Program (all Funds)

Council Direction Sought Today

Staff is seeking Council support for the following changes to close operational budget deficits across many City Funds. Staff has modeled these with impacts demonstrated over the following slides:

- Modeled Latest Insurance Increases Projections *(10% over PY, vs 20%)*
  - Impacts multiple funds, totaling $300K in savings Citywide
- Eliminated Optional Wind/Hail Buy Down
  - Impacts multiple funds, totaling $160K in savings Citywide
- Unfunded PROS Deputy Director Position
  - Impacts multiple funds, GF, Golf, Parks, Rec & O/S - $207K in savings
- Funded PROS Project Supervisor Position – Primarily Impacts Capital Fund

Latest Long Term Financial Forecasts for City Major Funds

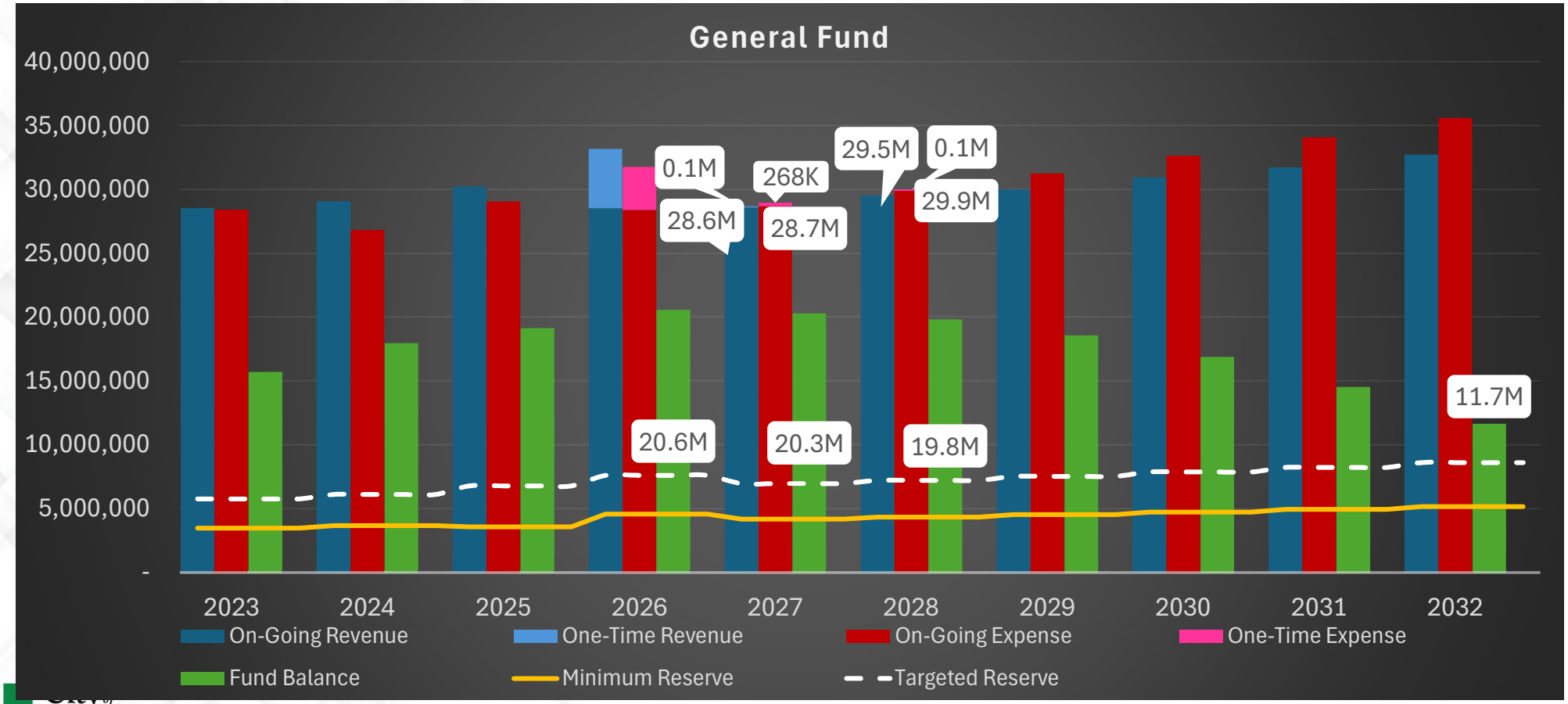
City of Louisville

September 1, 2026

General Fund "Big Picture"

- General Fund forecasted 2027/2028 revenues - $28.7M / $29.5M
- General Fund forecasted 2027/2028 expenses - $29.0M / $30.0M
  - Includes $268K in 2027/ $108K in 2028 in one-time expenses
  - Includes Operational "Turn Back" of ~$1.5M
- Current Structural Gaps of ~$100K in 2027, ~$400K in 2028
- Includes ~1.25 Full-Time Personnel Recommended additions:
  - Civil Engineer I/II (55%)
  - Operations Technician (44%)
  - Construction and Stormwater Inspector (28%)
- Staff will continue to monitor revenue and expense projections

Fund Financial Forecasts – General Fund



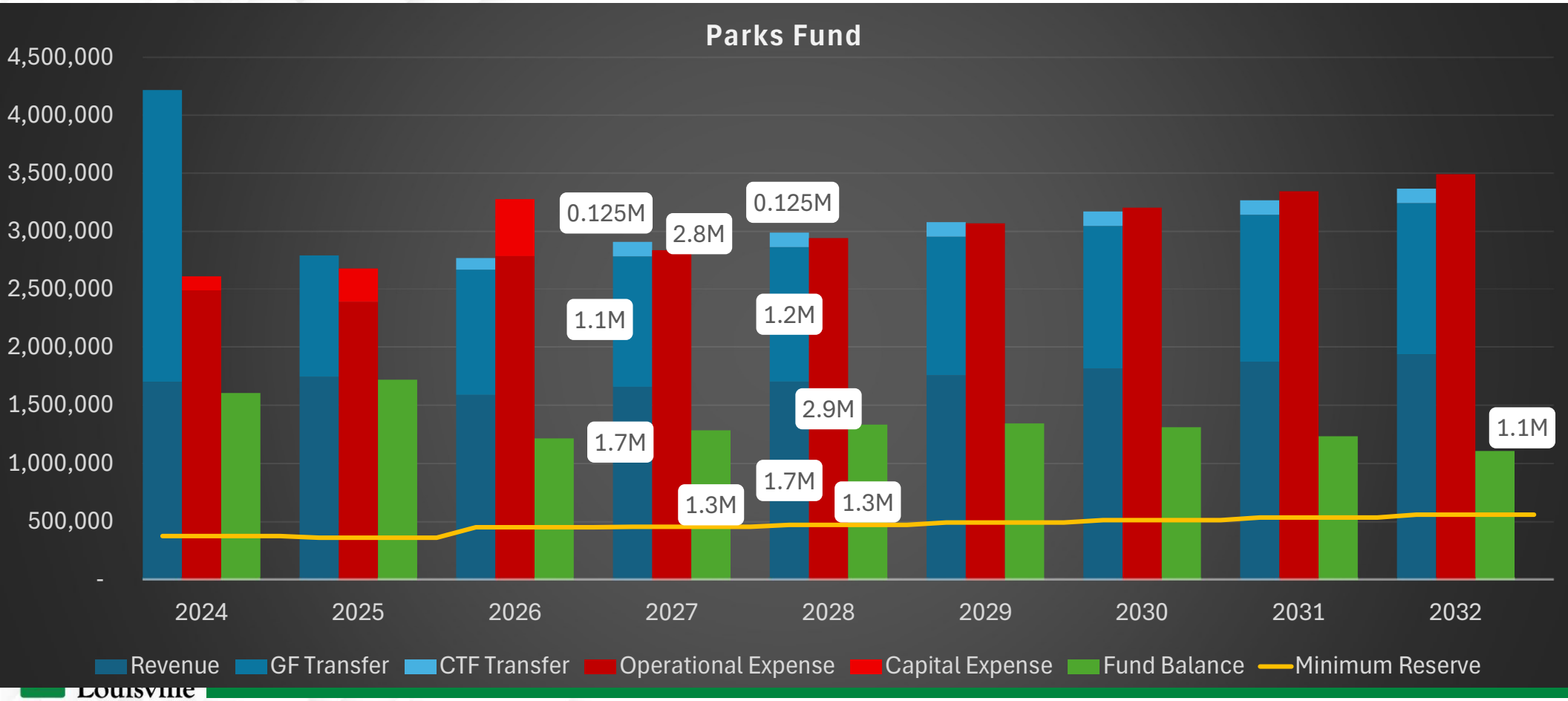
General Fund – Looking Forward

- Continue to refine expense forecasts:
  - Modeled Medical Insurance increase came in lower than expected and has been modeled. (10% projected, 6% actual increase)
  - Modeled Property Insurance Renewal & Wind/Hail Deductible Buy Down
- Refine revenue projections (Sales and Property Tax)
  - Incorporated the latest Preliminary Assessed Values from County Assessor
- Potential to re-allocate resources to higher priorities, which may include service-level reductions or realignments
- Continuously evaluate cost-saving opportunities and efficiencies
- May assess vacant and/or newly added positions
- Evaluate fee recovery and cost allocations, as appropriate

Parks Fund "Big Picture"

- **Structurally Balanced in 2027 and 2028**
- Park Fund forecasted 2027/2028 revenues - $2.9M / $3.0M
- Park Fund forecasted 2027/2028 expenses - $2.8M / $2.9M
  - Incorporates Operational "Turn Back" of $190K
- Extended and increased CTF Transfer to support Parks Operations by $25K to $125K through the model.
- Future needs (and current) are unfunded – Front & Center, Red Tail, PROS Long Term Plan
- Future Parks Capital expenditures **are not** in the Parks Fund

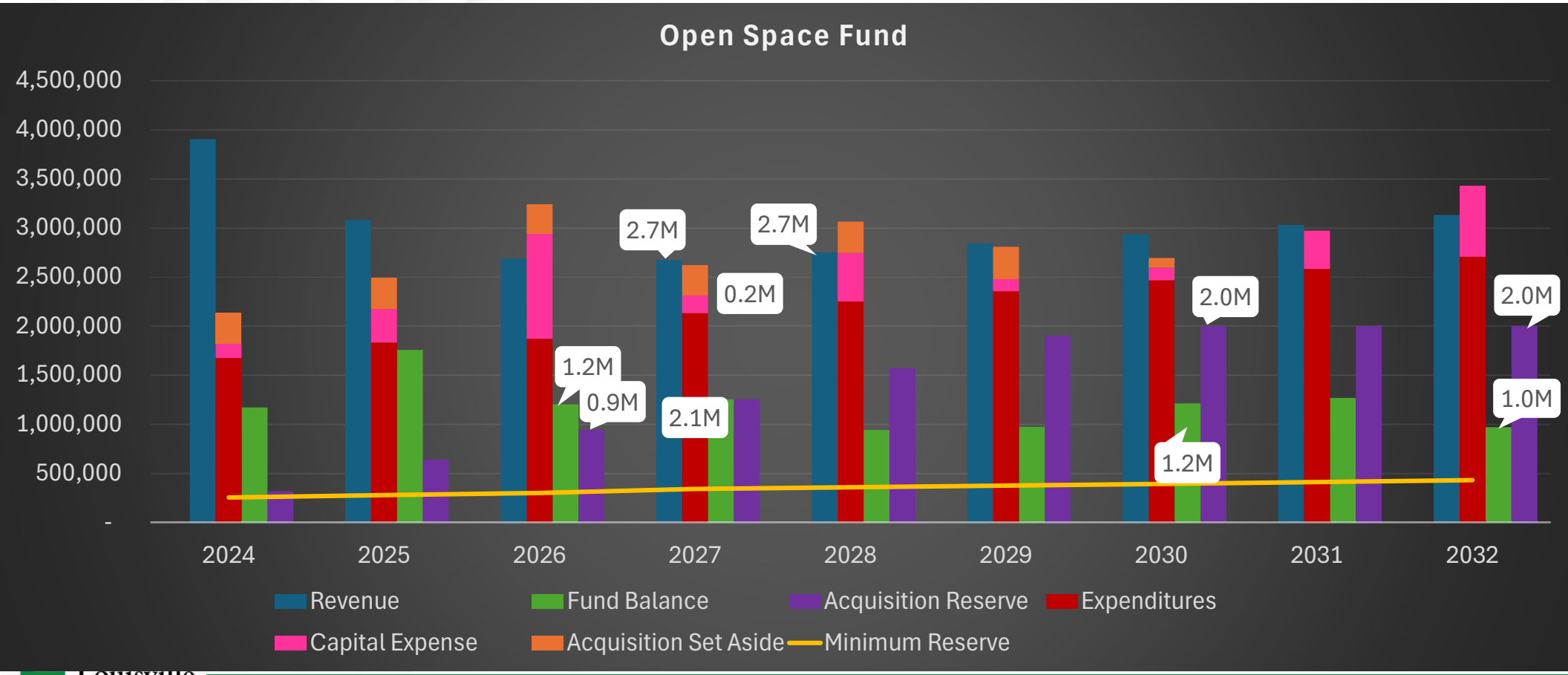
Fund Financial Forecasts – Park Fund



O/S Fund "Big Picture"

- **Structurally Balanced in 2027 and 2028**
- O/S Fund forecasted 2027/2028 revenues - $2.7M / $2.7M
- O/S Fund forecasted 2027/2028 uses - $2.7M /$3.1M
  - Includes Capital expenses of $200K in 2027, $500K in 2028; and
  - Accounts for the Acquisition Set Aside ~$300K annually. Council Directed to model up to **$2M** during July 22nd Budget Retreat.
- With this adjustment to the Acquisition Set Aside, the long-term modeling no longer identifies an imbalance in future years.
- **No adjustments** to Capital Projects made since the Budget Retreat

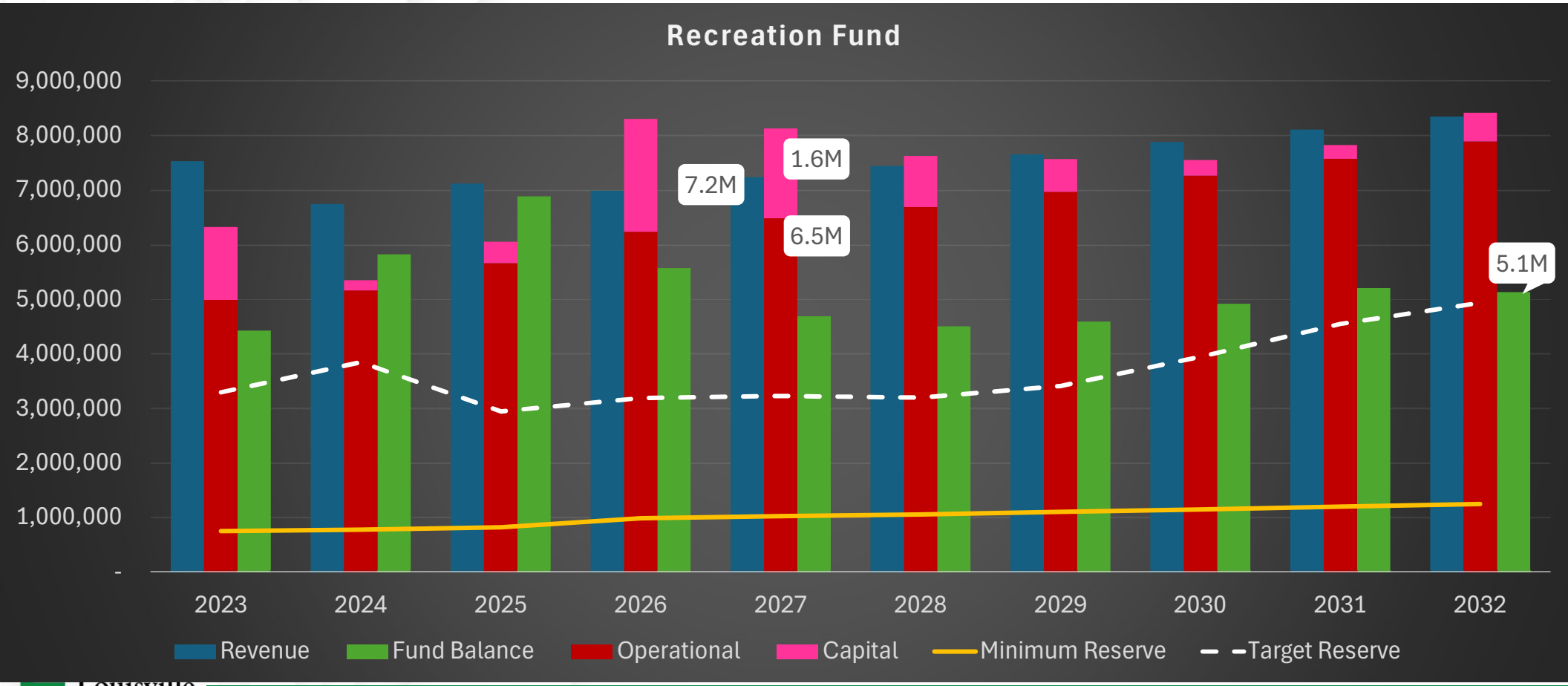
Fund Financial Forecast – O/S Fund



Recreation Fund – "Big Picture"

- **Structurally Balanced in 2027 & 2028**
- Incorporating the latest financial revenue information (since preliminary revenue forecasting was performed in May), Staff has refined/ updated revenue 2026 projections, which impacted the Long-Term model ***positively***.
- **No changes to capital projects** made since Budget Retreat
- Renewal and Replacement Target is achieved throughout the model.

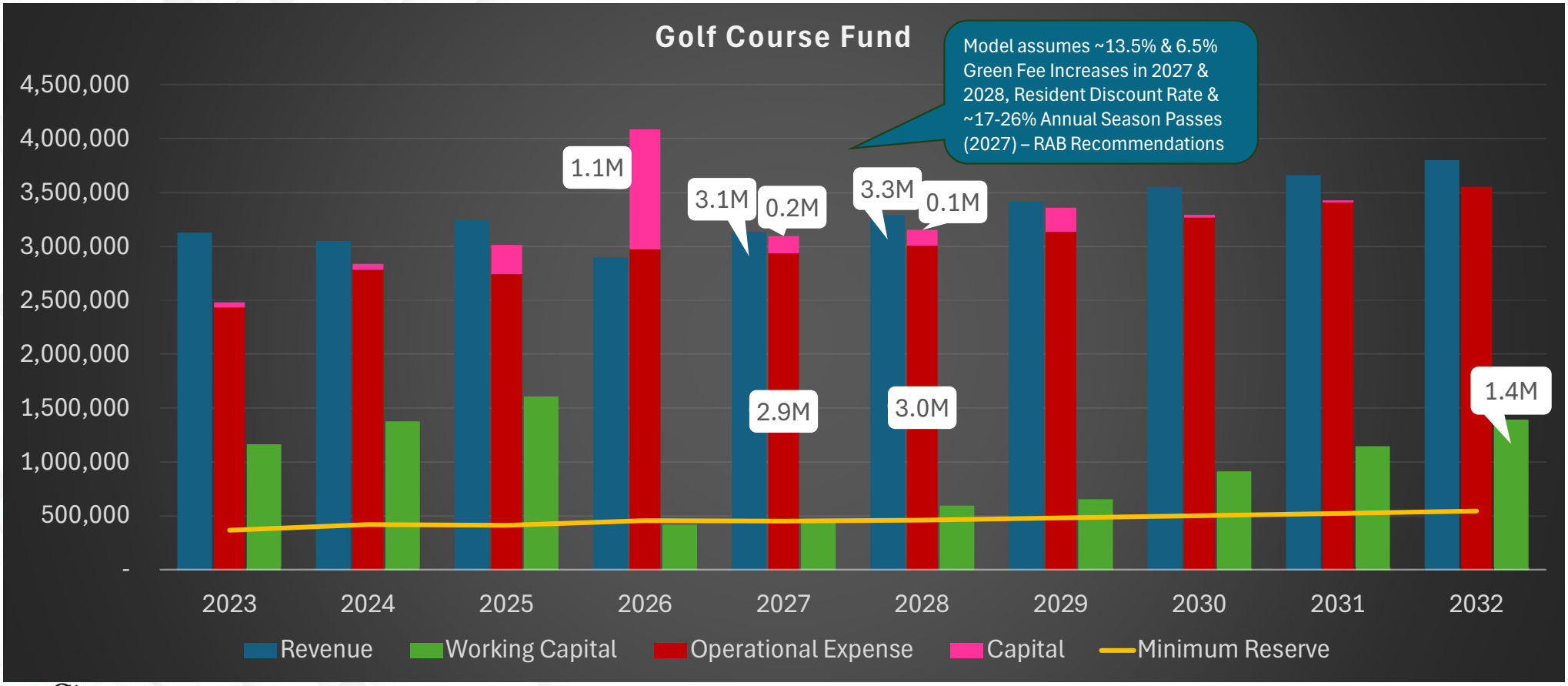
Fund Financial Forecasts – Rec Fund



Golf Fund "Big Picture"

- **Structurally Balanced in 2027 & 2028**
- Golf Fund forecasted 2027/2028 revenues - $3.1M / $3.3M
- Golf Fund forecasted 2027/2028 expenses - $3.1M / $3.2M
  - Includes Capital expenses of ~$160K in 2027 and ~$150K in 2028
  - Incorporates Operational "Turn Back" of ~ $60K
- Staff has incorporated RAB fee recommendations from their August 24th meeting.
  - Green Fee Increases of ~13.5%/~6.5% in 2027/2028
  - Resident Discount
  - Annual Passes Increase in 2027 of 17%-26%
- On August 11th, Council directed Staff to delay non-critical capital investments; **this work has been modeled.**
- Preliminary Total Capital investments (2027-2032) - $600K *(previously $1.6M)*

Golf Fund Long Term Financial Forecast



City of Louisville

Capital Fund – "Big Picture"

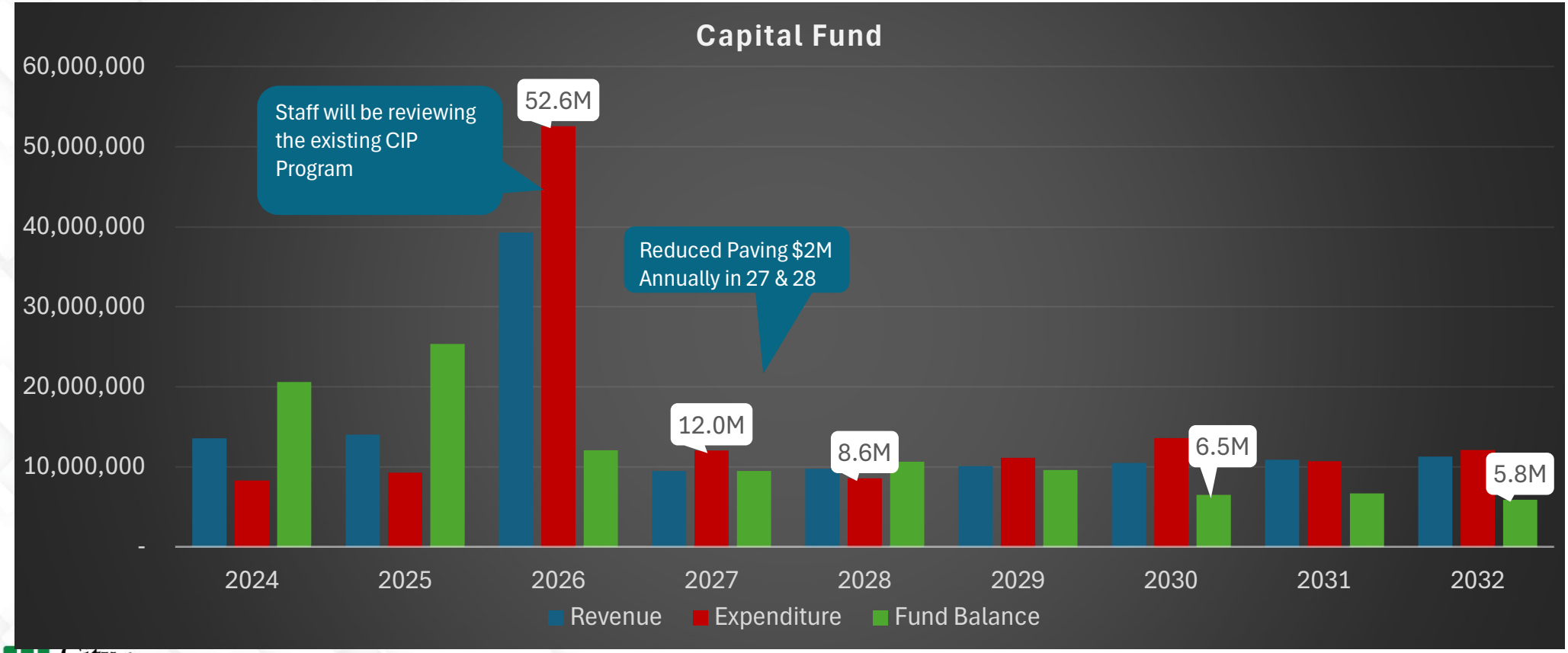
- Council Direction at the August 11th meeting was to reduce the pavement budget by $2M in 2027 & 2028, with no impacts to Marshall Fire-related road paving. Forecast has been updated.
- Council directed Staff to further refine the 2027-2032 Capital Improvement Plan for future budget discussions. Work is underway, **not in the current model.**
- Staff is evaluating the existing Program ($80M, 180 Projects)
- Themes - IT, DeCarb, Pavement & Staff Bandwidth/Capacity
- Total Capital investments (2027-2032) - ~$62M
- **Funded** PROS Project Supervisor – 1.0 FTE - $130K

Capital Fund – "Big Picture" – Cont.

Summary of budgetary changes to the Capital Fund:

- Parks Capital Shifted to Capital Fund beginning in 2024 ~$600K/yr
  - Capital Fund historically provided support to Parks capital projects
- Shifted Police Vehicles beginning in 2025 - $160K annually
  - Later increased the number of replacements from 3 to 5 annually ~$460K/yr
- Shifted IT Hardware allocations beginning in 2026 - ~$110K/yr
- Critical IT Software – Tax Administration, Police Body Cam, Data Security, Cloud Backup/Storage, Multi-Year Agreements. ~$1.1M/yr
  - GASB Statement No. 96 – Capitalize Software as a Right-to-Use Asset
- Brief Update on Capital Refinement Work

Fund Financial Forecast – Capital Fund

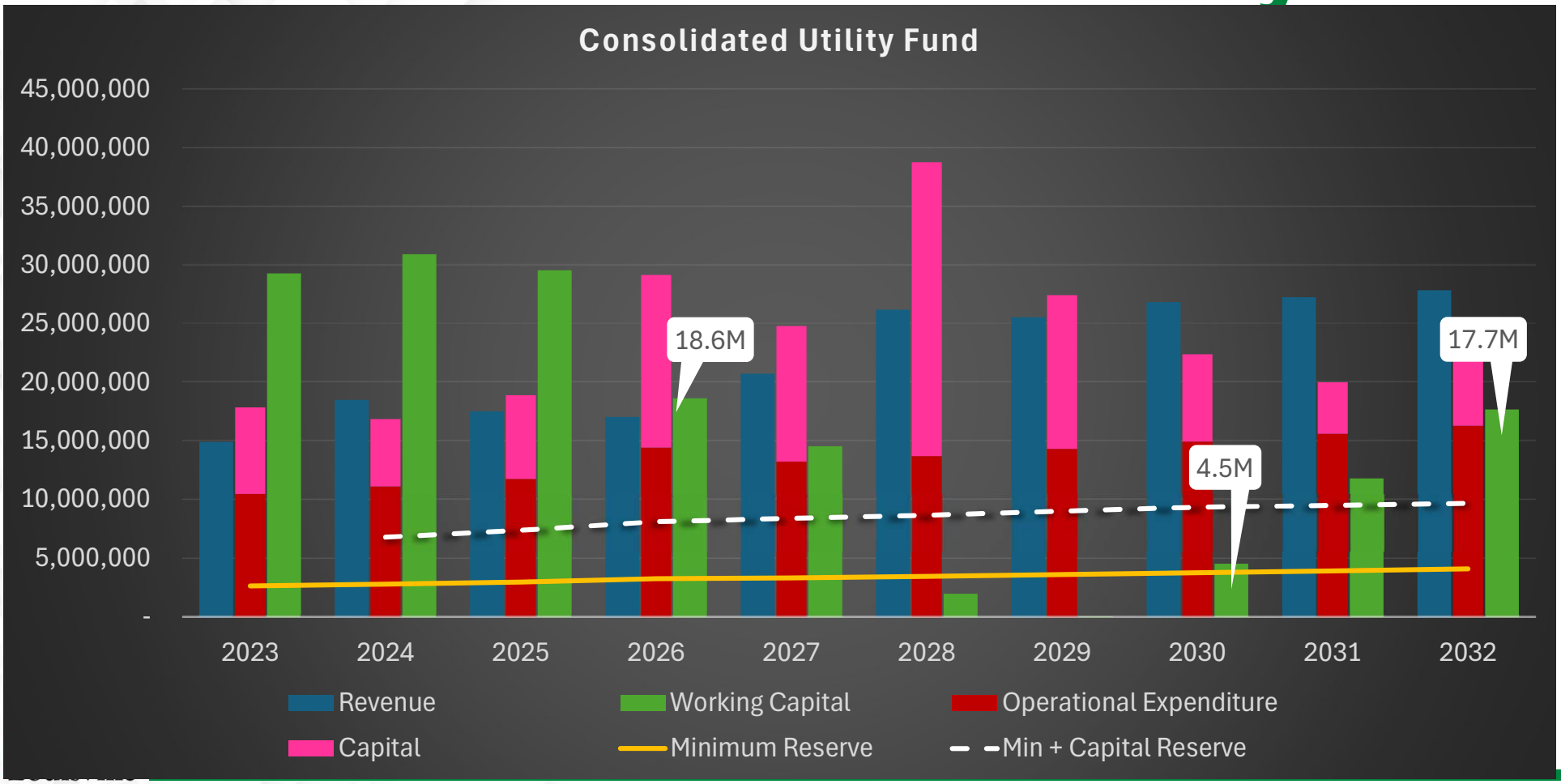


City of Louisville

Consolidated Utility Funds – "Big Picture"

- **August 11th Direction – Shift in Utility Credit Card Fees (modeled) and Council requested further refinement of capital projects (underway).**
- Bonding likely needed to smooth out large capital projects (Raw Water Integration Project, Solid Residual, and Sid Copeland Admin Bldg.)
- Future 'Public Financing Study Session' for Utilities, Certain Vehicles, etc. TBD.
- Total Capital investments (2027-2032) - $67.3M.

Fund Financial Forecasts – Utility Funds



Next Steps

- September 22nd – Council Meeting – 2027-2032 Capital Improvement Plan
- Tuesday, Oct 20th – Council Meeting – City Manager's Final Budget Presentation
- Monday, November 2nd – Council Meeting – 2027/28 Operating and Capital Budget, including 2027-2032 C-I-P Adoption

Thank you! Staff are available to answer questions.

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 8.B.

Subject: 2026 Council Work Plan Update and 2027 Work Plan Discussion
One round of public comment will be taken for this item.

Date: September 1, 2026

Prepared By: Diana Langley, City Manager

Presented By: Diana Langley, City Manager
Samma Fox, Deputy City Manager

Summary:
The City Council establishes their work plan annually. The annual work plan reflects Council's priorities and includes only those items that require City Council involvement such as policy direction, guidance, or approval. The Council Work Plan also helps staff prioritize internal work plans and schedule the work that is needed to bring to City Council for engagement.

The purpose of this item is to provide an update regarding implementation of the 2026 Council Work Plan and start the discussion regarding the 2027 Council Work Plan.

Background / Prior Discussions:
Council work plans are a reflection of City Council's priorities for one year and do not reflect every priority of the City. Council work plans reflect policy priority areas where City Council plans to provide direction and take action within a year. These priorities should be framed in the context of the Louisville Charter, Code of Ordinances, Comprehensive Plan, 2024 Community Survey, prior work plans, the budget, and other strategic and planning documents. Many items that rise to Council Work Plans are multi-year initiatives, such as the Comprehensive Plan, and will span multiple Council Work Plans.

Prior discussions include:

- May 27, 2025 – Initial 2026 Council Work Plan Discussion, with the goal of setting priorities for use in the 2026 Supplemental Budget Process
- July 15, 2025 – Second discussion of the 2026 City Council Work Plan, focused on challenges and opportunities for each department
- November 10, 2025 — Discussion of the 2026 City Council Work Plan was postponed by Council to allow for input from the Executive Leadership Team Retreat on January 5, 2026.
- January 20, 2026 - Discussion of the 2026 Council Work Plan was postponed by Council to January 27th.

- January 27, 2026 - Discussion of the 2026 Council Work Plan, including refinement through review and direction on key decision points.
- February 10, 2026 - Discussion of the 2026 Council Work Plan at the Council / ELT Workshop including capacity considerations and potential ballot questions.
- February 24, 2026 - City Council adopted the 2026 Council Work Plan

Development Proposal:
N/A

Analysis:
Attached are the following:

- 2026 Council Work Plan with a column added to provide current status
- 2027 Council Work Plan draft

Staff will provide an update regarding 2026 Council Work Plan items and are requesting input from Council to start to formulate the 2027 Council Work Plan.

Council Work Plan:
N/A - This item is a review of the implementation of the 2026 Council Work Plan and discussion related to the 2027 Council Work Plan.

Fiscal Impact:
N/A - Council Work Plan priorities are used to guide budget development and fiscal impacts will be explored through that process.

Alternatives:
The purpose of this meeting is to receive an update on the implementation of the 2026 Council Work Plan and begin the discussion for the development of the 2027 Council Work Plan.

Recommendation:
Receive the 2026 Council Work Plan Update and provide input on the draft 2027 Council Work Plan.

Attachments:
1. 2026 Council Work Plan_September 2026 Update
2. 2027 Council Work Plan_September 2026 Intro

2026 Louisville City Council Work Plan

Council Priorities

Economic Vitality • Core Services • Safety • Housing

Equity, Diversity, and Inclusion (EDI) and Sustainability are core values of the City of Louisville and should be used as lenses through which to view all actions on this work plan. Council directs staff to consider both EDI and Sustainability in their decision making and in options presented for council direction.

Guiding Documents:

- Louisville City Charter
- Louisville City Code
- 2025/2026 Louisville City Budget
- 2024 Louisville Community Survey
- 2012-2013 Comprehensive Plan, transitioning to the 2025 Comprehensive Plan when adopted
- EDI Task Force – Final Report
- Sustainability Action Plan
- Transportation Plan

Capacity Considerations: The 2026 Council Work Plan oversubscribes the City on special projects above and beyond day-to-day work. As a result, this will be a living document, subject to change as priorities and resources adjust. In follow up discussions, Council should consider alignment of the work with core and day-to-day service priorities, urgency, and resource constraints.

The 2026 Louisville City Council Work Plan represents planned work on council priorities in 2026 above and beyond day-to-day services and anticipates updates to council throughout the year. Council may adjust this plan as needed, recognizing the scale of many of these initiatives and that adjustments such as additions or changes will impact items listed below. The following pages preliminarily define each of Council's four 2026 priorities.

2026 Louisville City Council Work Plan

Economic Vitality

Economic Vitality, also known as Economic Prosperity, includes completion of current planning initiatives such as the Comprehensive Plan and Downtown Vision Plans, code updates to continue a business-friendly approach, and traditional economic development focuses such as business attraction and retention. In addition, financial sustainability is a key component of economic vitality. Not only does a thriving economic base support financial sustainability for the City, but the City must maintain a sustainable fiscal approach in order to support the economy and a vibrant community.

Additional Guiding Documents

- Downtown Vision Plan for Streetscapes and Public Places
- Housing Plan
- McCaslin Parcel O Redevelopment Study
- Urban Renewal Plans
  - Highway 42 Urban Renewal Plan
  - 550 South McCaslin Urban Renewal Plan
- FUTURE: 2025 Business Survey (anticipated to launch Sept. 2025)

PROPOSED 2026 Priority Items

Item	Description	2026 Council Actions	Timing	B & C, C, TF	Status
Comprehensive Plan (Lead: Community Development Director)	Update to 2013 Comprehensive Plan addressing community future growth and development, infrastructure, and a range of other topics including but not limited to Housing Plan implementation.	Anticipate City Council adoption early 2026.	Q1-Q2	All	**Completed:** Council adopted on 3/24/26

2026 Louisville City Council Work Plan

Downtown Vision Plan for Streetscapes and Public Places – Front and Center (Lead: Public Works Director)	The Downtown Vision Plan for Streetscapes and Public Places was adopted by the Louisville Revitalization Committee and City Council in 2024. The next steps focus on design and construction, being thoughtful to mitigate impacts for business and the community during this process.	Anticipate 1-2 meeting for review of final design and award of construction.	Q1-Q4	LRC	**In progress**: LRC reviewed 30% design 3/11/26. 60% design anticipated in October 2026.
Economic Vitality Committee (EVC) Policy Recommendations (Lead: EVC, with Community Development staff support)	Evaluation of 2025 Business Survey Recommendations and potential policy recommendations for council consideration, including festival licensing.	Anticipate one or more meetings to review results of the 2025 Business Survey and evaluate recommendations for council consideration.	TBD	EVC	**Ongoing**: Evaluated 2025 Business Survey. Short-Term Rental (festival license) Ordinance for Sundance approved 4/21/26.
Targeted Development Code and Process Amendments (Lead: Community Development Director)	Identify near term, targeted, priority development code updates that should occur prior to the development code rewrite project.	Potential council actions include discussion and direction, if needed, as well as adoption of targeted code amendments.	Q1-Q2	TBD	**Ongoing:** Inclusionary Housing Ordinance update, next before Council 9/15/2026.
Development Code Rewrite (Lead: Community Development Director)	A rewrite of Title 16 (Subdivisions) and Title 17 (Zoning) of the Louisville Municipal Code addressing development and design standards, procedures, land use, and other related topics. This project is estimated to take 18 months to complete and will require consultant support.	Council to review RFP and scope of work, approve consultant contract, and begin first phases of project in first half of 2026, with project continuing into 2027	Q1-Q4	TBD	**In progress**: Contract award to Council 9/15/26.

Sundance Film Festival – (Lead: Cultural Services Director & Community Development Director)	Partner with neighboring communities to identify needs and opportunities. Bring forward council policy and resource allocation considerations, such as Festival Lodging Licenses.	Potential council actions include discussion and direction, if needed, as well as adoption of related policies.	Q1-Q4	EVC	**Completed:** Short-Term Rental Ordinance (festival license) for Sundance approved 4/21/26
McCaslin Corridor – (Lead: Community Development Director)	Revitalization initiatives related to the McCaslin Corridor.	Anticipate one or more meetings to receive and implement Council direction. May be combined with other items on this Work Plan.	TBD	TBD	**Ongoing:** Economic Vitality and Sustainability staff are engaging with businesses along the McCaslin Corridor regarding city business assistance programs available.

Potential Partners

- Louisville Chamber
- Louisville Downtown Business Association (DBA)
- Louisville Revitalization Commission (LRC)

2026 Louisville City Council Work Plan

Core Services

Core Services are broad ranging with a 2026 focus on defining core services, such as maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications. The proposed 2026 priority items are not a full list of core services. They are the areas of core services where council anticipates providing policy direction in 2026.

Additional Guiding Documents

- Boulder County Community Wildfire Protection Plan
- Coal Creek Golf Course Facility Improvement Feasibility Study
- Digital Accessibility Guidance (state guidance)
- Historic Preservation Plan
- Open Space Vegetation Survey
- Parks General Maintenance Management Plan
- Parks, Recreation, Open Space, and Trails Plan
- Police Department 2025-2028 Guiding Document
- Utility Plan (coming for adoption in 2025)
- Wildfire Risk Assessment

PROPOSED 2026 Priority Items

Item	Description	2026 Council Actions	Timing	B & C, C, TF	Status
PROS Long-Range Plan & Trails Plan (Lead: PROS Director)	The 10-year PROS(G) department strategic plan will be completed in concert with the City's first Trails Plan.	Anticipate one or more status update meetings and/or requests to attend Open Houses or Public Engagement meetings. Anticipate adoption in 2026.	Q1-Q3	Mult.	**In progress:** Draft to Council for review 8/25/26. Adoption anticipated in October 2026.
Website Update (Lead: Deputy City Manager)	Revision of the City's website.	Anticipate one or more meetings with council.	Q1-Q3	N/A	**Completed:** Launched 8/17/26

Waste Water Treatment Plant (WWTP) Expansion (Lead: Public Works Director)	Expansion of WWTP to service Redtail Ridge.	Approve Redtail Ridge WWTP Expansion Construction contract.	TBD	TBD	**In progress:** Utilities working with Sterling Bay on the CDPHE submittal package for the WWTP Expansion.
Transportation Infrastructure (Lead: Public Works Director)	Receive an overview of current transportation and transportation infrastructure strategies and priorities, such as the Transportation Plan, rail, multi-modal, regional efforts, and impact fees.	Review current transportation strategy and priorities. Provide feedback on future strategic work if desired.	TBD	TBD	**In progress:** - Front Range Passenger Rail updates and Development Impact Fees. - Continuing to collaborate on design of the Future 42 Project and finalizing the design of the South Street Underpass.
Advocacy (Lead: City Council, with City Manager's Office staff support)	Core services rely on supportive legislation, regional partnerships, and are benefited by grant funding and incentives. Support of and active advocacy around the legislative agenda, especially on items such as transit, is imperative.	Anticipate 1-2 meetings on the legislative agenda. Additional agenda items, such as resolutions in support or opposition of legislation, as needed.	Q1-Q2, Q4	TBD	**Ongoing:** - Legislative agenda adopted January 2026. - Additional advocacy efforts include RMMA operations, RTD Route 228 operations, and OMB's proposed revisions to 2 CFR Part 200, the

					Uniform Guidance governing federal grants administration.
2027-28 Biennial Budget and Capital Improvement Program (CIP) (Lead: Finance Director)	Funding is crucial for core services.	Anticipate 3 or more meetings to set and adopt the 2027-28 biennial budget.	Q1-Q4	TBD	**In progress**: On track for adoption on November 2, 2026.
Xcel Franchise Agreement (Lead: Public Works)	Xcel, due in 2027.	Anticipate one or more meetings to review and approve the agreement.	TBD	TBD	**In progress:** Waiting for draft Agreement from Xcel. Staff are collecting recently executed agreements from other agencies.
Core Services (Lead: City Manager)	Define core services for the City of Louisville, including corresponding service levels, and align with current and future demands for fiscal sustainability.	Anticipate meetings as needed to receive and implement Council's direction.	TBD	TBD	**In progress:** As part of the 2027-2028 Budget Process, staff are recommending service level reductions.
Strategic Planning (Lead: City Manager)	City-wide strategic planning for long-term effective use of City resources and alignment of service levels in service of the City's Vision.	2026 Council Actions include defining core services (above), adopting the Vision, and continuing to build readiness as well as providing policy direction.	TBD	TBD	**In progress:** Completed the Comprehensive Plan, nearing completion of the PROS Plan, and are underway with the

					Cultural Services Strategic Plan.
Historic Preservation Tax (Lead: Community Development Director & Cultural Services Director)	Consideration of alternatives and potential next steps ahead of the Historic Preservation Tax expiring in 2028.	Anticipate one or more meetings to receive and implement Council direction.	Q1-Q4	HPB, HMAB	**Completed**: HPT extension ballot measure approved for November 2026 election
Parks & Open Space Initiatives – Scope TBD (Lead: PROS Director)	Consideration of initiatives and policies such as an updated review of the Integrated Weed Management Plan.	Anticipate 1-3 meetings for Council consideration and potential adoption of policies. May be combined with other items on this Work Plan.	TBD	PPLAB, OSAB	**No activity:** Integrated Weed Management Plan Update and other Open Space Planning Documents deferred to 2028 due to funding and staff capacity.
Environmental Sustainability Initiatives (Lead: Deputy City Manager)	Consideration of sustainability priorities and alignment with core services (such as reducing water usage), the 2026 Sustainability Work Plan, or new items such as Sustainable Neighborhood Networks.	Anticipate one or more meetings to receive Council direction.	TBD	LSAB	**In progress**: - ICLEI Wedge Analysis presentation to Council 6/9/26. - Sustainable Neighborhood Networks Pilot Launching in September (unfunded for 2027) - Commercial Sustainability Rebate program launched

					- Hard to Recycle Voucher Program launched
Cultural Services Strategic Planning Initiative (Lead: Cultural Services Director)	The Cultural Services Strategic Plan will serve as the department's inaugural comprehensive plan encompassing all three divisions: Library, Historical Museum, and Arts & Events. The plan will establish shared goals, guide priorities, and align resources across the department to strengthen community access to learning, creativity, history, and connection.	Anticipate 2-4 status update meetings in 2026. May also include requests to attend focus groups and stakeholder interviews. Anticipate plan completion in 2026 with implementation in 2027.	TBD	CAB LBOT HMAB	**In progress**: Cultural Services launched "All In Louisville: A community-powered vision for culture, learning, and belonging." Open Houses were held in August, a survey was conducted July-August, and staff met with multiple individuals and groups for input.
Consideration of Potential Charter Amendments	Consideration of potential ballot questions to amend the City of Louisville Charter. If directed by Council, this could include an election, polling, and or informational campaign.	Anticipate at least 1-3 meetings for Council consideration, with an additional 2-3 meetings should Council send any questions to the ballot.	Q1-Q4	N/A	**Completed**: Charter Amendment Ballot Measures approved for November 2026 election.
Image & Video Capture Policy	Consideration of a policy relating to the capture and use of images and videos including people and personally identifying information.	Anticipate 1-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	TBD	N/A	**In progress:** Discussion / Direction item scheduled for November 17, 2026 Council meeting.
Funding Options	Discussion of funding opportunities for significant	Anticipate 1-3 meetings to refine Council direction and if	Q3	TBD	**In progress:**

	capital projects like underpasses and playing fields.	directed, to follow through on Council direction.			A Public Financing Study Session is being coordinated for Q1 of 2027.
Impact Fee Evaluation	Includes re-evaluation of impact fees.	Anticipate 2-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	Q1-Q3	N/A	**In progress:** Contract awarded to Tischler Bise 3/24/26.
Community Engagement Framework	A framework outlining Council expectations for community engagement and providing consistency for the community.	Anticipate 1-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	TBD	N/A	**In progress:** Discussion / Direction item scheduled for November 10, 2026 Council meeting.

Potential Partners

- Boulder Valley School District
- Colorado Municipal League
- Comcast
- Denver Regional Council of Governments (DRCOG)
- Developer
- Metro Mayor's Caucus
- Neighboring Jurisdictions
- Northwest Mayors and Commissioners Coalition
- Xcel

Safety

Safety is a core priority for council with a desire for residents to feel safe being in our community and a 2025 focus on bike and pedestrian safety, traffic safety, disaster and emergency preparedness.

2026 Louisville City Council Work Plan

Additional Guiding Documents

- Boulder County Community Wildfire Protection Plan
- Police Department 2025-2028 Guiding Document
- Wildfire Risk Assessment
- FUTURE: Fire Protection District WCRA

PROPOSED 2026 Priorities

Item	Description	2026 Council Actions	Timing	B & C, C, TF	Status
Building the Foundation (Lead: Deputy City Manager)	Potential study session topics include: - Police and Public Safey - Emergency Response & Disaster Preparedness - Cyber Security - Information Technology - Mental Health	Anticipate 2-4 study sessions to provide insight into different areas of safety.	TBD	TBD	**No activity:** Study sessions on these topics were not prioritized in Council agenda scheduling.
Preparedness (Lead: City Manager)	Collaboration and Coordination between Police, Fire District, ODM, Internal City departments, and other Regional Partners, balancing an all-hazards approach with the importance of fire preparedness in our community. Training, communications, education, and engagement, such as for disaster preparedness month and bringing together	May include study session(s) as noted above and discussion/direction opportunities. May also include requests to attend public engagement and promote trainings and education opportunities.	Q1-Q4	TBD	**Completed:** - Joined Boulder ODM August 2026. - Completed home hardening educational materials. **In progress**: IGA with Boulder County Sheriff's Office for wildfire

	resources and work done in these areas.				mitigation services.
WUI and Fire Risk Reduction Initiatives	Implementation of the Colorado Wildfire Resiliency Code (CWRC), including adoption of a WUI Map. Partnership with regional efforts including the Louisville Fire Department's Wildfire and Conflagration Risk Assessment. Consideration of other strategies, such as defensible space and juniper bans.	Anticipate 3 or more Council meetings to receive updates, provide direction, and adopt.	Q1-TBD	N/A	**Completed**: - WUI Code Adoption 4/7/26. - Updating Home Hardening Code for Class B decking 6/2/26.
ODM Buy In (Lead: City Manager)	Continue pursuing a buy-in to the Boulder County Office of Disaster Management to support disaster response and preparedness for the City of Louisville.	Anticipate 1-3 meetings with Council to receive direction and approve an agreement.	Q1	N/A	**Completed**: August 2026
Cell Coverage (Lead: City Manager)	Pursue opportunities to increase cell coverage and reliability.	Anticipate one or more meetings, depending on Council's direction.	TBD	TBD	**In progress:** Phase 1 - Beginning in October: Understand and Educate – Engage with the community to develop a map of areas without cell coverage within the City and create a

					webpage with resource information. - Discussion / Direction item scheduled for November 17, 2026 Council meeting.
Traffic Safety (Lead: Police Chief & Public Works Director)	Continue efforts to support traffic safety, specifically related to pedestrians, bicycles, and e-bikes.	Anticipate one or more meetings, depending on Council's direction. May be combined with other items on this Work Plan.	TBD	TBD	**In progress**: - PD is conducting an Enhanced Traffic Safety Campaign through September 2026. - E-Bike Discussion / Direction item scheduled for October 27, 2026 Council meeting. **Completed:** - PD Launched motorcycle program in July 2026. - PW's added raised crosswalks on

					Main Street and Polk Avenue.

Potential Partners

- Boulder Valley School District
- Boulder County (including Office of Disaster Management)
- Homeowners Associations
- Louisville Fire District
- Neighboring Jurisdictions
- Resilience Groups (such as Marshall Together)
- Telecommunications Providers
- Xcel

Housing Policy

Includes implementation of the Housing Plan through development and adoption of code changes and policies, partnership with regional efforts, and a push to break ground on new units within Louisville.

Additional Guiding Documents

- Housing Plan
- State Requirements
  - HB 24-1313 (Housing in Transit Oriented Communities)
  - SB 24-174 (Sustainable Affordable Housing Assistance)
  - HB 24-1152 (Accessory Dwelling Units)
  - HB 24-1007 (Prohibit Residential Occupancy Limits)
  - HB 24-1304 (Minimum Parking Requirements)
  - HB 24-1175 (Local Government Rights to Property for Affordable Housing)
  - Proposition 123 Compliance

PROPOSED 2026 Priority Items

Item	Description	2026 Council Actions	Timing	B & C, C, TF	Status
Potential City Initiated Rezoning (Lead: Community Development Director)	Consider potential city-initiated rezoning for housing development. The 2025 Comprehensive Plan's future land use framework will provide guidance for any such rezoning.	As a potential action item from the 2025 Comprehensive Plan, there could be 1-3 meetings on the subject.	TBD	TBD	**In progress:** City took the lead on a Centennial Valley GDP Amendment to allow multifamily affordable housing and establish maximum building

					heights and residential density
Potential Property Acquisition or Project Contribution for the Creation of Affordable Housing (Lead: Community Development Director)	Potential to utilize budgeted capital funding for acquisition or contribution to leverage additional funding and support affordable housing.	Anticipate one council meeting in 2025 to develop strategy and one meeting in 2026 to explore opportunities with consultants.	TBD	TBD	**In progress:** A component of the affordable housing strategic framework, scheduled for Council 9/15/2026.
Prop. 123 Compliance (Lead: Community Development Director)	Includes audit of development code for compliance with Prop 123 expedited review for affordable housing requirement as part of regional grant. This audit will inform a code amendment that must be in place by November 2026.	Anticipate one council meeting.	TBD	TBD	**In progress:** Resolution scheduled for Council consideration 10/20/26.
Development - Building Permit Process for Affordable Housing (Lead: Community Development Director)	Consider expedited building permit review, an update to the Inclusionary Housing Ordinance, and/or other code or process changes recommended from Prop 123 Audit.	Anticipate 1-3 meetings for Council consideration and potential adoption of policies. May be combined with other items on this Work Plan.	TBD	TBD	**In progress:** Inclusionary Housing Ordinance (IHO) update, next scheduled for Council 9/15/2026.
Housing Plan – Continued Implementation	Continue implementation of the Louisville Housing Plan.	Anticipate 1-3 meetings for Council consideration and potential adoption of policies.	TBD	TBD	**In progress:** IHO update and part of

(Lead: Community Development Director)		May be combined with other items on this Work Plan.			affordable housing strategic framework.
Affordable Housing Strategic Framework and Funding Prioritization – (Lead: Community Development Director)	Consultant study to develop strategies and framework for how to utilize and prioritize affordable housing funding.	Anticipate two meetings. One meeting to inform strategy and priority development and second meeting to review consultant recommendations for potential projects and strategic funding opportunities.	TBD	TBD	**In progress**: First presentation to Council 12/2/25, Scheduling presentation for Phase 2 scope of work 9/15/26

Potential Partners

- Boulder County
- Boulder County Housing Authority
- Neighboring Jurisdictions
- Nonprofits
- Private Sector Developers
- Regional Housing Partnership
- The State of Colorado - Department of Local Affairs (DOLA), Colorado Housing and Finance Authority (CHFA)

Draft 2027 Louisville City Council Work Plan

Council Priorities

Economic Vitality • Core Services • Safety • Housing

Equity, Diversity, and Inclusion (EDI) and Sustainability are core values of the City of Louisville and should be used as lenses through which to view all actions on this work plan. Council directs staff to consider both EDI and Sustainability in their decision making and in options presented for council direction.

Guiding Documents:

- Louisville City Charter
- Louisville City Code
- 2025/2026 Louisville City Budget and 2026 Supplemental Budget Report
- 2024 Louisville Community Survey
- March 2026 Comprehensive Plan
- EDI Task Force – Final Report
- Sustainability Action Plan
- Transportation Plan
- Draft Note: Add PROS Guidebook once adopted
- Draft Note: Add Cultural Services Strategic Plan once finalized

Capacity Considerations: The 2027 Council Work Plan oversubscribes the City on special projects above and beyond day-to-day work. As a result, this will be a living document, subject to change as priorities and resources adjust. In follow up discussions, Council should consider alignment of the work with core and day-to-day service priorities, urgency, and resource constraints.

The 2027 Louisville City Council Work Plan represents planned work on council priorities in 2027 above and beyond day-to-day services and anticipates updates to council throughout the year. Council may adjust this plan as needed, recognizing the scale of many of these initiatives and that adjustments such as additions or changes will impact items listed below. The following pages preliminarily define each of Council's four 2027 priorities.

DRAFT

2027 Louisville City Council Work Plan

Economic Vitality

Economic Vitality, also known as Economic Prosperity, includes completion of current planning initiatives such as the Comprehensive Plan and Downtown Vision Plans, code updates to continue a business-friendly approach, and traditional economic development focuses such as business attraction and retention. In addition, financial sustainability is a key component of economic vitality. Not only does a thriving economic base support financial sustainability for the City, but the City must maintain a sustainable fiscal approach in order to support the economy and a vibrant community.

Additional Guiding Documents

- Downtown Vision Plan for Streetscapes and Public Places
- Housing Plan
- McCaslin Parcel O Redevelopment Study
- Urban Renewal Plans
  - Highway 42 Urban Renewal Plan
  - 550 South McCaslin Urban Renewal Plan
- 2025 Business Survey

PROPOSED 2027 Priority Items

Item	Description	2027 Council Actions	Timing	B & C, C, TF	Notes
~~**Comprehensive Plan** (Lead: Community Development Director)~~	~~Update to 2013 Comprehensive Plan addressing community future growth and development, infrastructure, and a range of other topics including but not limited to Housing Plan implementation.~~	~~Anticipate City Council adoption early 2026.~~	~~Q1-Q2~~	~~All~~	Completed

Downtown Vision Plan for Streetscapes and Public Places – Front and Center (Lead: Public Works Director)	The Downtown Vision Plan for Streetscapes and Public Places was adopted by the Louisville Revitalization Committee and City Council in 2024. The next steps focus on design and construction, being thoughtful to mitigate impacts for business and the community during this process.	Anticipate 1-2 meetings for review of final design and award of construction.	Q1-Q4	LRC, EVC	Front & Center Project - Construction anticipated to start in 2027 with completion in 2028.
Economic Vitality Committee (EVC) Policy Recommendations (Lead: EVC, with Community Development staff support)	Evaluate programs, activities, and policies that support economic vitality. - Review the first year of Sundance, the festival's impact on Louisville, and any work required in advance of the 2028 Sundance Film Festival. - Discuss and identify any business support measures required during construction of the Front & Center Project.	Anticipate one or more meetings to discuss and evaluate recommendations for council consideration.	TBD	EVC	
~~**Targeted Development Code and Process Amendments** (Lead: Community Development Director)~~	~~Identify near term, targeted, priority development code updates that should occur prior to the development code rewrite project.~~	~~Potential council actions include discussion and direction, if needed, as well as adoption of targeted code amendments.~~	~~Q1-Q4~~	~~TBD~~	Development Code Rewrite will be underway.
Development Code Rewrite (Lead: Community Development Director)	A rewrite of Title 16 (Subdivisions) and Title 17 (Zoning) of the Louisville Municipal Code addressing development and design standards, procedures, land use, and other related topics. This project is estimated to take 18 months to complete and will require consultant support.	Begin first phases of project in Q4 of 2026, with project continuing into 2028	Q1-Q4	TBD	

Sundance Film Festival – (Lead: Cultural Services Director & Community Development Director)	Continue partnering with neighboring communities to identify needs and opportunities after the first year of the Sundance Film Festival in Boulder. Bring forward council policy and resource allocation considerations.	Potential council actions include discussion and direction, if needed, as well as adoption of related policies.	Q1-Q4	EVC	
~~**McCaslin Corridor** – (Lead: Community Development Director)~~	~~Revitalization initiatives related to the McCaslin Corridor.~~	~~Anticipate one or more meetings to receive and implement Council direction. May be combined with other items on this Work Plan.~~	~~TBD~~	~~TBD~~	Recommend removal of this item and add an item to consider new urban renewal areas in Louisville.
New Item: **Consideration of New Urban Renewal Areas** (Lead: Community Development – Economic Vitality)	Consider the creation of new urban renewal areas within Louisville.	Anticipate a joint City Council/LRC meeting. Depending on direction, may require additional meetings.	Q1-Q4	LRC	

Potential Partners

- Louisville Chamber
- Louisville Downtown Business Association (DBA)
- Louisville Revitalization Commission (LRC)

2027 Louisville City Council Work Plan

Core Services

Core Services are broad ranging with a 2027 focus on defining core services, such as maintaining existing infrastructure and assets, including utilities, parks, open space, and sustainable asset management, as well as city communications. The proposed 2027 priority items are not a full list of core services. They are the areas of core services where council anticipates providing policy direction in 2027.

Additional Guiding Documents

- Boulder County Community Wildfire Protection Plan
- Coal Creek Golf Course Facility Improvement Feasibility Study
- Digital Accessibility Guidance (state guidance)
- Historic Preservation Plan
- Open Space Vegetation Survey
- Draft Note: Add PROS Guidebook once adopted
- Parks General Maintenance Management Plan
- Police Department 2025-2028 Guiding Document
- Utility Plan (coming for adoption in 2027)
- Wildfire Risk Assessment

PROPOSED 2027 Priority Items

Item	Description	2027 Council Actions	Timing	B & C, C, TF	Notes
~~**PROS Long-Range Plan & Trails Plan**~~ ~~(Lead: PROS Director)~~	~~The 10-year PROS(G) department strategic plan will be completed in concert with the City's first Trails Plan.~~	~~Anticipate one or more status update meetings and/or requests to attend Open Houses or Public Engagement meetings. Anticipate adoption in 2026.~~	~~Q1-Q3~~	~~Mult.~~	Completed
~~**Website Update**~~ ~~(Lead: Deputy City Manager)~~	~~Revision of the City's website.~~	~~Anticipate one or more meetings with council.~~	~~Q1-Q3~~	~~N/A~~	Completed

Waste Water Treatment Plant (WWTP) Expansion (Lead: Public Works Director)	Expansion of WWTP to service Redtail Ridge.	Approve Redtail Ridge WWTP Expansion Construction contract.	Q3-Q4	TBD	
Transportation Infrastructure (Lead: Public Works Director)	Receive an overview of current transportation and transportation infrastructure strategies and priorities, such as the Transportation Plan, rail, multi-modal, regional efforts, and impact fees.	Front Range Passenger Rail – Continue to advance measures for the placement of a station in Louisville. Multi-Modal Infrastructure – Continue to evaluate and implement opportunities to enhance multi-modal transportation options. Impact Fees – Update the City's Transportation Impact Fee. Regional Efforts – Continue collaboration with regional partners on transportation infrastructure improvements.	TBD	TBD	
Advocacy (Lead: City Council, with City Manager's Office staff support)	Core services rely on supportive legislation, regional partnerships, and are benefited by grant funding and incentives. Support of and active advocacy around the legislative agenda, especially on items such as transit, is imperative.	Anticipate 1-2 meetings on the 20274 legislative agenda. Additional agenda items, such as resolutions in support or opposition of legislation, as needed.	Q1-Q2, Q4	TBD	
2027-28 Biennial Budget and Capital Improvement Program (CIP) Transitional Items	Address transitional budget items such as service level alignment options, evaluating and recommending decarbonization projects, cost	Anticipate several meetings to discuss and receive direction on the transitional budget items.	Q1-Q4	TBD	

(Lead: Finance Director)	recovery opportunities, internal cost allocations, modifying key performance indicators, and updating the Capital Improvement Program to align with funding and staffing abilities.				
Xcel Franchise Agreement (Lead: City Manager)	Xcel, due in 2027.	Anticipate one or more meetings to review and approve the agreement.	TBD	TBD	
~~**Core Services** (Lead: City Manager)~~	~~Define core services for the City of Louisville, including corresponding service levels, and align with current and future demands for fiscal sustainability.~~	~~Anticipate meetings as needed to receive and implement Council's direction.~~	~~TBD~~	~~TBD~~	Addressing this item as part of the 2027-28 Biennial Budget and CIP Transitional Items.
~~**Strategic Planning** (Lead: City Manager)~~	~~City-wide strategic planning for long-term effective use of City resources and alignment of service levels in service of the City's Vision.~~	~~2026 Council Actions include defining core services (above), adopting the Vision, and continuing to build readiness as well as providing policy direction.~~	~~TBD~~	~~TBD~~	Addressing this item as part of the 2027-28 Biennial Budget and CIP Transitional Items.
Historic Preservation Tax (Lead: Community Development Director & Cultural Services Director)	Consideration of alternatives and potential next steps ahead of the Historic Preservation Tax expiring in 2028.	Anticipate one or more meetings to receive and implement Council direction.	Q1-Q4	HPB, HMAB	This item will be dependent on the outcome of the November 2026 ballot measure.
~~**Parks & Open Space Initiatives** – Scope TBD (Lead: PROS Director)~~	~~Consideration of initiatives and policies such as an updated review of the Integrated Weed Management Plan.~~	~~Anticipate 1-3 meetings for Council consideration and potential adoption of policies. May be combined with other items on this Work Plan.~~	~~TBD~~	~~PPLAB, OSAB~~	Defer Parks & Open Space initiatives to align with funding available through the CIP.

Environmental Sustainability Initiatives (Lead: Deputy City Manager)	Refine sustainability priorities, align with core services (such as reducing water usage), and evaluate decarbonization projects to refine scope and determine funding requirements.	Anticipate one or more meetings to receive Council direction.	TBD	LSAB	
Cultural Services Strategic Planning Initiative (Lead: Cultural Services Director)	The Cultural Services Strategic Plan will serve as the department's inaugural comprehensive plan encompassing all three divisions: Library, Historical Museum, and Arts & Events. The plan will establish shared goals, guide priorities, and align resources across the department to strengthen community access to learning, creativity, history, and connection.	Anticipate 2-4 status update meetings in 2026. May also include requests to attend focus groups and stakeholder interviews. Anticipate plan completion in 2027.	TBD	CAB LBOT HMAB	
~~**Consideration of Potential Charter Amendments**~~	~~Consideration of potential ballot questions to amend the City of Louisville Charter. If directed by Council, this could include an election, polling, and or informational campaign.~~	~~Anticipate at least 1-3 meetings for Council consideration, with an additional 2-3 meetings should Council send any questions to the ballot.~~	~~Q1-Q4~~	~~N/A~~	Would Council like to revise this item to consider establishment of a process for future Charter amendments?
Image & Video Capture Policy	Consideration of a policy relating to the capture and use of images and videos including people and personally identifying information.	Anticipate 1-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	TBD	N/A	

Funding Options	Discussion of funding opportunities for significant capital projects like underpasses and playing fields.	Anticipate 1-3 meetings to refine Council direction and if directed, to follow through on Council direction.	Q1-Q4	TBD	
Impact Fee Evaluation	Includes re-evaluation of impact fees.	Anticipate 2-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	Q1-Q3	N/A	
Community Engagement Framework	A framework outlining Council expectations for community engagement and providing consistency for the community.	Anticipate 1-3 meetings to refine Council direction and if directed, to develop the policy and for Council adoption.	TBD	N/A	.
New Item: Facilities Planning	Develop a short-term plan to address staff and storage space needs.	Anticipate 1-3 meetings for discussion / direction and action.	Q1-Q2	N/A	
New Item: Donation & Sponsorship Policy	Develop a donation and sponsorship policy.	Anticipate 1-3 meetings for discussion / direction and action.	Q1-Q2	N/A	

Potential Partners

- Boulder Valley School District
- Colorado Municipal League
- Comcast
- Denver Regional Council of Governments (DRCOG)
- Developer
- Metro Mayor's Caucus
- Neighboring Jurisdictions
- Northwest Mayors and Commissioners Coalition
- Xcel

2027 Louisville City Council Work Plan

Safety

Safety is a core priority for council with a desire for residents to feel safe being in our community and a 2027 focus on bike and pedestrian safety, traffic safety, disaster and emergency preparedness.

Additional Guiding Documents

- Boulder County Community Wildfire Protection Plan
- Police Department 2025-2028 Guiding Document
- Wildfire Risk Assessment
- FUTURE: Fire Protection District WCRA

PROPOSED 2027 Priorities

Item	Description	2027 Council Actions	Timing	B & C, C, TF	Notes
Building the Foundation (Lead: Deputy City Manager)	Conduct public workshops for each Department to present what they do, challenges, and opportunities to set a foundation for service level alignment discussions.	Anticipate 2-4 study sessions to discuss service level alignments.	Q1-Q4	TBD	
Preparedness (Lead: City Manager)	Reinforce and enhance preparedness in Louisville. - Implement Year 1 of being a part of Boulder ODM. - Execute an agreement with the Boulder County Sheriff's Office for wildfire mitigation services. - Work with Boulder Watershed Collective and Fire Smart Louisville on their initiatives.	Participate in trainings, receive updates, and provide direction and take action on preparedness-related items presented to Council.	Q1-Q4	TBD	

WUI and Fire Risk Reduction Initiatives	Work with Louisville Fire Protection District on consideration of other strategies, such as defensible space.	Anticipate 3 or more Council meetings to receive updates, provide direction, and adopt.	Q1-TBD	N/A	
~~**ODM Buy In**~~ ~~(Lead: City Manager)~~	~~Continue pursuing a buy-in to the Boulder County Office of Disaster Management to support disaster response and preparedness for the City of Louisville.~~	~~Anticipate 1-3 meetings with Council to receive direction and approve an agreement.~~	~~Q1~~	~~N/A~~	Completed
Cell Coverage (Lead: City Manager)	Pursue opportunities to increase cell coverage and reliability. Phase 1: Understand & Educate Phase 2: Research & Advocate Phase 3: Tactical Options	Anticipate one or more meetings, depending on Council's direction.	TBD	TBD	
Traffic Safety (Lead: Police Chief & Public Works Director)	Continue efforts to support traffic safety, specifically related to pedestrians, bicycles, and e-bikes.	Anticipate one or more meetings, depending on Council's direction. May be combined with other items on this Work Plan.	TBD	TBD	

Potential Partners

- Boulder Valley School District
- Boulder County (including Office of Disaster Management)
- Homeowners Associations
- Louisville Fire District
- Neighboring Jurisdictions
- Resilience Groups (such as Marshall Together)
- Telecommunications Providers
- Xcel

Housing Policy

Includes implementation of the Housing Plan through development and adoption of code changes and policies, partnership with regional efforts, and a push to break ground on new units within Louisville.

Additional Guiding Documents

- Housing Plan
- State Requirements
  - HB 24-1313 (Housing in Transit Oriented Communities)
  - SB 24-174 (Sustainable Affordable Housing Assistance)
  - HB 24-1152 (Accessory Dwelling Units)
  - HB 24-1007 (Prohibit Residential Occupancy Limits)
  - HB 24-1304 (Minimum Parking Requirements)
  - HB 24-1175 (Local Government Rights to Property for Affordable Housing)
  - Proposition 123 Compliance

PROPOSED 2027 Priority Items

Item	Description	2027 Council Actions	Timing	B & C, C, TF	Notes
~~**Potential City Initiated Rezoning** (Lead: Community Development Director)~~	~~Consider potential city-initiated rezoning for housing development. The 2026 Comprehensive Plan's future land use framework will provide guidance for any such rezoning.~~	~~As a potential action item from the 2026 Comprehensive Plan, there could be 1-3 meetings on the subject.~~	TBD	TBD	Completed
Potential Property Acquisition or Project Contribution for the Creation of Affordable Housing	Potential to utilize budgeted capital funding for acquisition or contribution to leverage additional funding and support affordable housing.	Council action will be dependent on specific development project requests.	TBD	TBD	

(Lead: Community Development Director)					
~~**Prop. 123 Compliance** (Lead: Community Development Director)~~	~~Includes audit of development code for compliance with Prop 123 expedited review for affordable housing requirement as part of regional grant. This audit will inform a code amendment that must be in place by November 2026.~~	~~Anticipate one council meeting.~~	~~TBD~~	~~TBD~~	Completed
~~**Development** - Building Permit Process for Affordable Housing (Lead: Community Development Director)~~	~~Consider expedited building permit review, an update to the Inclusionary Housing Ordinance, and/or other code or process changes recommended from Prop 123 Audit.~~	~~Anticipate 1-3 meetings for Council consideration and potential adoption of policies. May be combined with other items on this Work Plan.~~	~~TBD~~	~~TBD~~	Completed
Housing Plan – Continued Implementation (Lead: Community Development Director)	Continue implementation of the Louisville Housing Plan.	Anticipate 1-3 meetings for Council consideration and potential adoption of policies. May be combined with other items on this Work Plan.	TBD	TBD	
~~**Affordable Housing Strategic Framework and Funding Prioritization** – (Lead: Community Development Director)~~	~~Consultant study to develop strategies and framework for how to utilize and prioritize affordable housing funding.~~	~~Anticipate two meetings. One meeting to inform strategy and priority development and second meeting to review consultant recommendations for potential projects and strategic funding opportunities.~~	~~TBD~~	~~TBD~~	Completed
Development Code Rewrite (Lead: Community Development Director)	Rewrite will have significant focus on housing policies.	Begin first phases of project in Q4 of 2026, with project continuing into 2028	Q1-Q4	TBD	

New Item: **Short-Term Rentals** (Lead; Community Development)	Consider allowing short-term rentals year-round.	Anticipate 1-3 meetings for Council consideration and potential adoption of policies.	Q2-Q4	TBD	

Potential Partners

- Boulder County
- Boulder County Housing Authority
- Neighboring Jurisdictions
- Nonprofits
- Private Sector Developers
- Regional Housing Partnership
- The State of Colorado - Department of Local Affairs (DOLA), Colorado Housing and Finance Authority (CHFA)

City of Louisville
COLORADO • SINCE 1878

City Council Communication
Agenda Item 8.C.

Subject: Resolution No. 72, Series 2026 - A Resolution Approving the Centennial 8 Replat B to Facilitate a Minor Subdivision to Combine 1006 Honeysuckle Lane and 1008 Honeysuckle Lane

This will be the only reading of this item and final action may be taken. There will be one round of public comment.

Date: September 1, 2026

Prepared By: Jessica Daniels, Senior Planner

Presented By: Jessica Daniels, Senior Planner

Summary:
The applicant, Joel and Caitlin Hawksley, request approval of a minor subdivision to combine 1008 Honeysuckle Lane (Lot 36) and 1006 Honeysuckle Lane (Lot 35) into new lot 35A. The proposed re-plat qualifies for the Minor Subdivision procedure in Louisville Municipal Code (LMC), which waives the requirement for a preliminary plat review process (Sec. 16.12.110). No waivers are requested and Staff finds that the development proposal meets applicable Sections 16 and 17 of the Louisville Municipal Code.

This hearing was continued from the August 4, 2026 meeting date in order for Staff to further review the Centennial 8 PUD standards and determine if there were any regulations applicable to maximum lot size. While the PUD lists data related to the range of lot sizes in the original subdivision, including the minimum and maximum actual lot sizes, Staff has determined that these notes are not regulatory. The regulatory notes are listed separately on the PUD. The established regulations include a minimum lot size but do not include a maximum lot size for the neighborhood. Therefore, staff has determined that the Centennial 8 PUD does not have a regulatory cap on lot size and has not changed its findings and recommendation from the August 4, 2026 memo.

Background / Prior Discussions:
The subject properties consist of Lot 36, Centennial 8 Replat A (1008 Honeysuckle Lane) and Lot 35, Centennial 8 Replat A (1006 Honeysuckle Lane). These properties were destroyed by the Marshall Fire in 2021. The applicant, Joel and Caitlin Hawksley, purchased the property at 1008 Honeysuckle Lane in June 2020 and rebuilt their home in March 2024. The adjacent lot located at 1006 Honeysuckle lane has remained vacant and is currently for sale by the property owner, Lynda Faires. The applicant intends to purchase 1006 Honeysuckle Lane and consolidate the property with 1008 Honeysuckle Lane.

<u>Planning Commission Review</u>

At their meeting on June 11, 2026, the Planning Commission passed Resolution No. 9, Series 2026, recommending approval of the Centennial 8 Replat B to facilitate the minor subdivision at 1006 Honeysuckle Lane and 1008 Honeysuckle Lane. [LINK: June 11, 2026 Planning Commission meeting.]

Development Proposal:

The applicants propose a minor subdivision to consolidate 1008 Honeysuckle Lane (Lot 36) and 1006 Honeysuckle Lane (Lot 35) into one proposed lot of 13,077 square feet and approximately 150 feet in width. The purpose of the proposal is for the applicant to have one larger lot to increase space for a residential garden, play area for their children, and to support future plans for a new accessible Accessory Dwelling Unit (ADU).

Figure 1: Proposed Lot Consolidation Plat

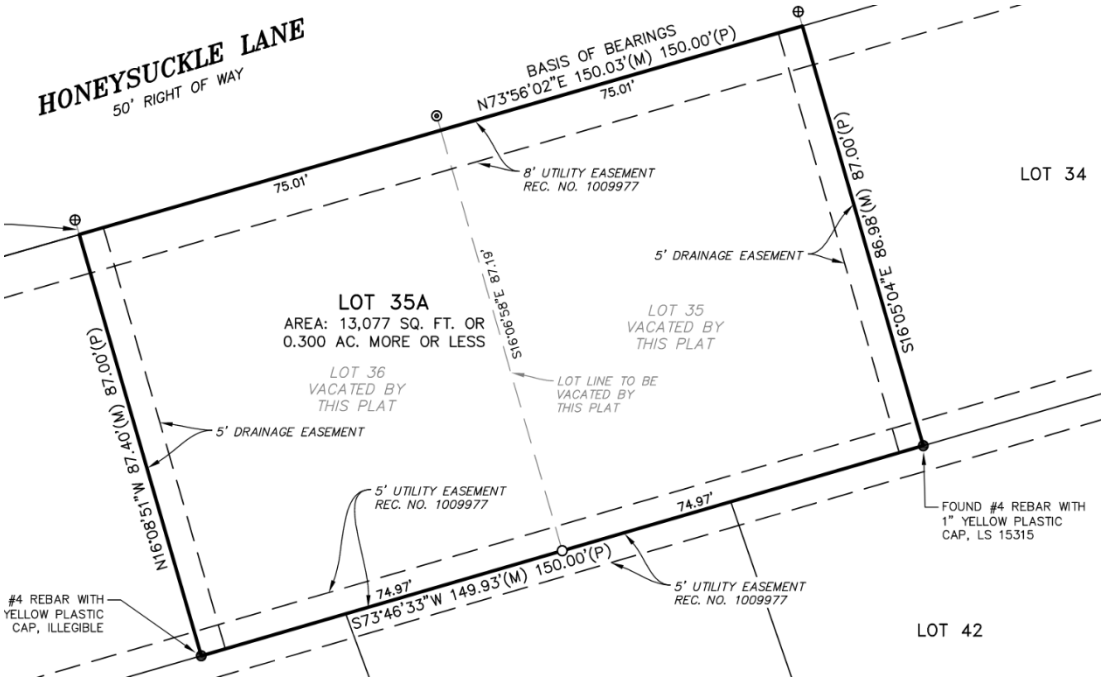
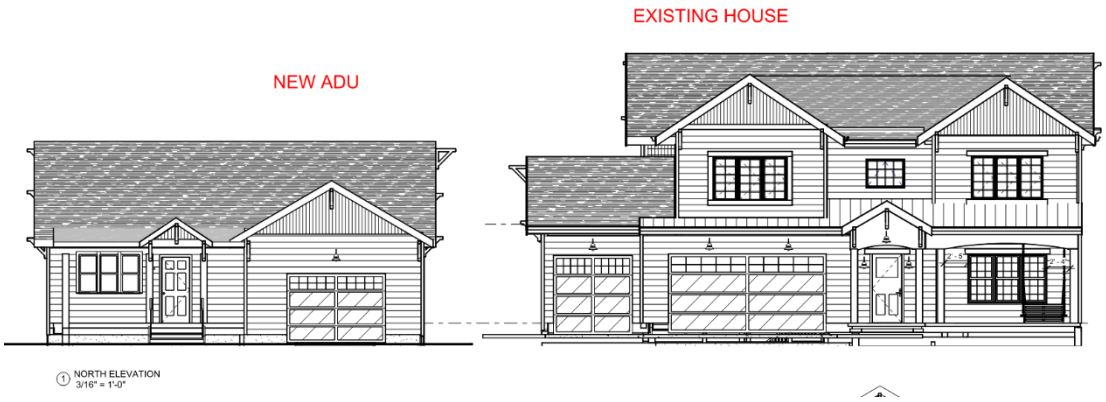


Figure 2: Conceptual Plan for New ADU (for reference, not part of this request)



Analysis:

Staff find that the proposal meets the final plat criteria, applicable zoning requirements, and subdivision design standards in LMC Sec. 16.12.090 and LMC Chapter 16.16, and applicable city codes and standards for access, drainage and utilities. The following summarizes the findings:

Yard and Bulk Standards
LMC Sec. 17.12.040 outlines allowed lot coverages for the RE Zone District, with smaller lots having a larger percent allowance compared to larger lots.

Figure 3: LMC Sec. 17.12.040 RE Lot Coverage Standards

11. The maximum lot coverage for the R-E zone district shall be as follows:
    a. For a lot having a lot area of less than 5,000 square feet: 35 percent;
    b. For a lot having a lot area of 5,000 to 9,000 square feet: 30 percent, or 1,750 sf whichever is greater;
    c. For a lot having a lot area of 9,001 to 12,000 square feet: 25 percent, or 2,700 sf whichever is greater;
    d. For a lot having a lot area of 12,001 square feet or greater: 20 percent, or 3,000 sf whichever is greater.

The existing properties at 1006 Honeysuckle Lane and 1008 Honeysuckle Lane have lot sizes of approximately 6,453 square feet and 6,432 square feet, respectively, with each lot having a width of 75 feet. Under the current zoning standards, each lot is permitted a maximum lot coverage of 30 percent, resulting in allowable lot coverage of approximately 1,935 square feet for 1006 Honeysuckle Lane and 1,929 square feet for 1008 Honeysuckle Lane. When combined, the individual lot coverage entitlements total 3,865 square feet for the two properties (i.e. not consolidated).

The proposed lot consolidation would create a single lot containing approximately 13,077 square feet with a width of 150 feet. This would result in a lot coverage allowance of 20% or 3,000 sq. ft, whichever is larger. Thus, the allowed lot coverage would be 3,000 sq. ft., which would be the largest allowed lot coverage in the

neighborhood. Other lots in the subdivision range in size from 6,426 sq. ft. to 9,822 sq. ft., which results in lot coverage allowances that range between 1,928 sq. ft. and 2,700 sq. ft. Although the newly consolidated lot would have the largest allowed lot coverage in the subdivision by 300 sq. ft., it would not be significantly larger than the next largest lot coverage within the neighborhood. In addition, the total lot coverage would be less for the combined lots vs. the sum of the two individual lots.

In addition, the ADU code allows a lot coverage credit of 500 sq. ft., which results in up to 3,500 sq. ft of lot coverage for the combined lot if it were to include an ADU. The applicant plans to construct a detached ADU with an approximately 1,300 sq. ft. lot coverage. The resulting total lot coverage of the primary residence and the ADU would equal approximately 3,300 sq. ft., but would be split between two structures.

The resulting consolidated lot would maintain the required minimum setbacks for the existing home, and minimum lot area and lot width standards would be met.

Minor Subdivision Procedure

As per *Sec 16.12.110. (A.) - Minor subdivision procedure* of the LMC, the City Council may approve the Final Plat following recommendation by the Planning Commission, and the requirement for filing a preliminary plat is waived. The request is eligible for consideration as a minor subdivision as it meets the following criteria outline in *Sec. 16.12.110.(C) - Minor subdivision procedure* of the Louisville Municipal Code (LMC):

1. *The subdivision contains **solely residential use** and results in **not more than four dwelling units**;*
2. ***The subdivision is a replat** of an approved final subdivision plat which **does not result in a material change** in the type of public improvements, easements, arrangement of streets, open space, or utilities;*
3. *The **subdivision results in no more than two lots; each lot is adjacent to and has access to an accepted and maintained public street;** the improvements required by chapter 16.20 are already in existence and available to serve each lot; **each lot will meet the requirements of the city's zoning regulations without the necessity for a modification**; no modification or variance has been granted within the three previous years to any lot; and, no part of the subdivision has been approved as part of a minor subdivision within three years prior to the date of the submission of the minor subdivision plat;*
4. *The subdivision is of a lot, **previously created by an approved final subdivision plat**, which is split or subdivided into no more than two lots and the lots created by the split comply with the applicable dimensional requirements of the city's zoning regulations.*

Final Plat Criteria

Section 16.12.075 (A) of the LMC establishes the following rationale for consideration of final plats by Planning Commission and City Council:

1. *Whether the plat conforms to all of the requirements of this title;*

2. *Whether approval of the plat will be consistent with the city's comprehensive plan, applicable zoning requirements, and other applicable federal, state and city laws;*
3. *Whether the proposed subdivision will promote the purposes set forth in section 16.04.020 of this Code and comply with the standards set forth in chapter 16.16 of this Code and this title.*

Staff finds that the application complies with the final plat criteria. The consolidated lot will meet minimum lot size and width standards and the resulting structures will meet all established zoning standards for the subdivision. The proposal also meets the purposes set forth for subdivisions in Sec. 16.04.020, including protecting the character and the social and economic stability of the neighborhood and city.

Public Land Dedication/Fee-in-Lieu
Per Sec. 16.16.060. (4.) of the LMC, satisfactory dedication arrangements were made and approved by the City Council at the time of the previous subdivision of the same property as per the Centennial 8 Subdivision Agreement signed on December 15th, 1987, which included public land dedication. No fee-in-lieu or land dedication is required for the minor subdivision request at 1006 Honeysuckle Land and1008 Honeysuckle Lane.

Public Improvements
Installation of a water service and water meter at 1006 Honeysuckle is required when the applicant begins using the tap. This work requires a Right-Of-Way (ROW) permit and replacement of all the service line downstream of the existing curb stop per Marshall Fire permit requirements. A Subdivision Agreement is not required for public improvements.

Council Work Plan:
N/A

Fiscal Impact:
For the applicant, combining the lots is more economical from an insurance perspective, as the ADU would be covered under their existing homeowner insurance policy.

From a property tax perspective, if the lots remained separate and a second primary residence were constructed, the overall assessed value would likely be higher than a single lot with one primary residence and an ADU. Property values are determined by the Boulder County Assessor, so the exact property tax impact cannot be determined by the City at this time.

Alternatives:
A resolution approving the application is included with this memo. The City Council may adopt it as drafted, direct staff to draft a resolution disapproving the application for consideration, or refer the application back to the Planning Commission.

Recommendation:
Staff recommend approval of Resolution No. 72, Series 2026, approving the Centennial 8 Replat A for a minor subdivision to consolidate lots at 1006 Honeysuckle Lane & 1008 Honeysuckle Lane.

Attachments:
1. Resolution No. 72, Series 2026
2. Final Plat 1006 1008 Honeysuckle Lane
3. Planning Commission Resolution
4. Application Materials
5. Staff Presentation

RESOLUTION NO. 72
SERIES 2026

A RESOLUTION APPROVING THE CENTENNIAL 8 REPLAT B TO COMBINE 1006 HONEYSUCKLE LANE AND 1008 HONEYSUCKLE LANE

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a replat (minor subdivision) to combine 1008 Honeysuckle Lane (Lot 36, Centennial 8 Replat A) and 1006 Honeysuckle Lane (Lot 35, Centennial 8 Replat A) into a new lot 35A; and

WHEREAS, City staff has reviewed the information submitted and found the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission considered the application at a duly noticed public hearing on June 11, 2026, at which evidence and testimony were entered into the record, including the Louisville Planning Commission Staff Report, and the Planning Commission voted unanimously in favor of recommending approval; and

WHEREAS, the City Council considered the application at a duly noticed public hearing on August 4, 2026, at which evidence and testimony were entered into the record, including the findings in the Louisville City Council staff report dated August 4, 2026; and

WHEREAS, the City Council finds the application should be approved, as set forth herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The Centennial 8 Replat B, a minor subdivision plat that combines 1008 Honeysuckle Lane (Lot 36, Centennial 8 Replat A) and 1006 Honeysuckle Lane (Lot 35, Centennial 8 Replat A) into a new lot 35A, is hereby approved.

PASSED AND ADOPTED this 1st day of September, 2026.

_____
Christopher M. Leh, Mayor

ATTEST:

_____
Genny Kline, City Clerk

CENTENNIAL 8 REPLAT B

A REPLAT OF LOTS 35 & 36, CENTENNIAL 8 REPLAT A LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 1

TOTAL AREA = 13,077 SQ. FT. OR 0.300 ACRE, MORE OR LESS

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED BEING THE OWNER OF A TRACT OF LAND DESCRIBED IN DEEDS RECORDED IN THE RECORDS OF BOULDER COUNTY AT RECEPTION NO. 3796814 ON JUNE 19, 2020 AND RECEPTION NO. 3447950 ON MAY 18, 2015, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M. CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 35 & 36, CENTENNIAL 8 REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

CONTAINING 13,077 SQUARE FEET OR 0.300 ACRE, MORE OR LESS.

HAS LAID OUT, PLATTED, AND SUBDIVIDED THE SAME INTO LOTS, UNDER THE NAME AND STYLE OF CENTENNIAL 8 REPLAT B:

OWNERSHIP SIGNATURE BLOCK

HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS UNDER THE NAME OF CENTENNIAL 8 REPLAT B:

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF _____ A.D. 20___.

_____
JOEL HAWKSLEY SIGNATURE

_____
NOTARY NAME (PRINT)

_____(NOTARY SEAL)
NOTARY SIGNATURE

_____
CAITLIN HAWKSLEY SIGNATURE

_____
NOTARY NAME (PRINT)

_____(NOTARY SEAL)
NOTARY SIGNATURE

OWNERSHIP SIGNATURE BLOCK

HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS UNDER THE NAME OF CENTENNIAL 8 REPLAT B:

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF _____ A.D. 20___.

_____
LYNDA M FAIRES SIGNATURE

_____
NOTARY NAME (PRINT)

_____(NOTARY SEAL)
NOTARY SIGNATURE

NOTES:

1) THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.

2) THIS LAND SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT OR VERIFY EASEMENTS OF RECORD. REFERENCE IS MADE TO WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 25-239222, WITH A COMMITMENT DATE OF DECEMBER 23, 2025 AND WFG NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 26-100249, WITH A COMMITMENT DATE OF DECEMBER 29, 2025 FROM WHICH THIS SURVEY IS BASED. THIS PROPERTY IS SUBJECT TO ALL COVENANTS AND RESTRICTIONS RELATING TO THE USE AND CHARACTER OF THE LAND AND ALL MATTERS APPEARING OF PUBLIC RECORD AND AS MAY BE DISCLOSED BY A MORE RECENT TITLE COMMITMENT OR REPORT.

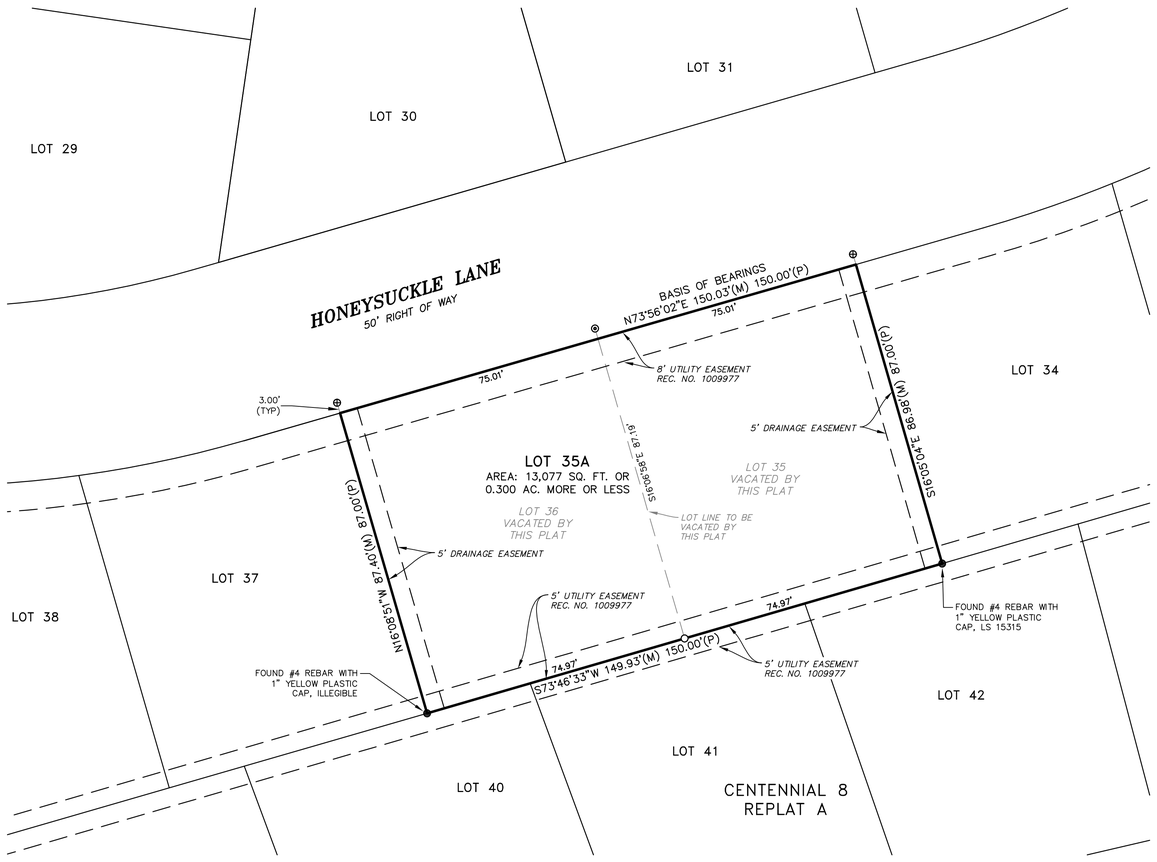
3) LINEAL UNITS USED ARE U.S. SURVEY FEET.

4) BASIS OF BEARINGS: THE NORTHWESTERLY LINE OF THE SUBJECT PROPERTY, BEARING N73°56'02"E (MEASURED), A DISTANCE OF 150.03 FEET, MONUMENTED AS SHOWN HEREON.

5) ALL RIGHT-OF-WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF CENTENNIAL 8, REPLAT A RECORDED OCTOBER 24, 1989 AT RECEPTION NO. 1009977.

6) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

7) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.



VICINITY MAP
NOT TO SCALE

LEGEND

- ⊙ FOUND BRASS DISK & NAIL, EHRHART PLS 29414 – 3.00' OFFSET
- ○ FOUND #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, EHRHART PLS 29414
- ● FOUND PROPERTY CORNER AS DESCRIBED
- ⊕ FOUND CHISELED CROSS IN CONCRETE – 3.00' OFFSET – UNLESS NOTED OTHERWISE
- (M) MEASURED DISTANCE
- (P) PLATTED DISTANCE RECEPTION NO. 1009977

NORTH

SCALE: 1" = 20'

0 10 20 40

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 2025, BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. ___, SERIES _____

_____
MAYOR SIGNATURE

_____
CITY CLERK SIGNATURE

PLANNING COMMISSION CERTIFICATE:

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 2025, BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. ___, SERIES _____

SURVEYOR'S STATEMENT:

I, JOHN P. EHRHART, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EHRHART LAND SURVEYING, LLC, THAT A SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND DECEMBER 1, 2025; THAT SAID SURVEY AND THE ATTACHED PRINT HEREON WERE MADE IN SUBSTANTIAL ACCORDANCE WITH C.R.S. 38-51-106 "LAND SURVEY PLAT".

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR

_____
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

EHRHART
LAND SURVEYING
P.O. Box 930 • Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

SHEET:	1 OF 1
DATE:	3/11/26
DRAWN BY:	JMH
PROJECT:	S255498

RESOLUTION NO. 9
SERIES 2026

A RESOLUTION RECOMMENDING APPROVAL OF THE CENTENNIAL 8 REPLAT B TO FACILITATE THE MINOR SUBDIVISION AT 1006 HONEYSUCKLE LAND AND 1008 HONEYSUCKLE LAND.

WHEREAS, A final plat approval is requested for a replat (minor subdivision) to combine 1008 Honeysuckle Lane (Lot 36) and 1006 Honeysuckle Lane (Lot 35) into new lot 35A; and

WHEREAS, City staff has reviewed the information submitted and found that the application complies with the Louisville zoning regulations and other applicable sections of the Louisville Municipal Code; and

WHEREAS, the Planning Commission has considered the application at a duly noticed public hearing on June 11, 2026, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission staff report dated June 11, 2026; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of the Centennial 8 Replat B..

PASSED AND ADOPTED this 11tj day of June, 2026.

By: _____
Steve Brauneis, Chair
Planning Commission

Attest: _____
Cullen Choi, Secretary
Planning Commission

Development Review Application Form

Please complete this form and include it with the submittal documents for your development review application. Applications will not be processed until all required information is provided to the satisfaction of the City of Louisville Planning Department.

Property Information

Common Address(es): 1006 & 1008 Honeysuckle Lane, Louisville, CO 80027
Legal Description:
Lot 35 & 36 Block 1 Subdivision Centennial 8
Lot Area: 35: 6453 ft^2 36: 6432 ft^2 Sq. Ft. or _____Acres

LAND USE PROCESS (check all that apply)

- ❑ Annexation
- ❑ Concept Plan
- ❑ Easement Vacation
- ❑ Oil and Gas
- ❑ General Development Plan (GDP)
  - ❑ Amendment
  - ❑ New GDP
- ❑ Planned Unit Development (PUD)
  - ❑ Amendment
  - ❑ Preliminary
  - ❑ New PUD
- ❑ Rezoning
- ❑ Special Review Use (SRU)
  - ❑ Amendment
  - ❑ New SRU
- ❑ Subdivision
  - ❑ Final or Replat
  - ❑ Preliminary Plat
- ❑ Temporary Use Permit
- ❑ Variance
- ❑ Vested Property Right
- ❑ Wireless Facility
- ❑ Other: _____

PROJECT DESCRIPTION:

Property Owner Information

Name: Lynda Faires (35) Joel & Caitlin Hawksley (36) Entity (if applicable) _____
Address: Lynda: 218 S Cleveland Ave, Louisville, CO 80027 Joel: 1008 Honeysuckle Lane, Louisville
Phone: [redacted] Email: [redacted]

Application Representative Information

Name: Joel & Caitlin Hawksley Entity (if applicable) _____
Address: 1008 Honeysuckle Lane, Louisville, CO
Phone: [redacted] Email: [redacted]

Certification/Signature

I certify that the information I have submitted is true and correct to the best of my knowledge and in filing the application and submittal documents, I am acting as and/or with the knowledge and consent of those persons who are owners of the subject property or are parties to this application.

Joel Hawksley — Joel Hawksley — January 5, 2026
Signature* Print Name Date

***If acting as a representative/agent of the owner, include written authorization from the owner that certifies the agent's right to submit this application**

Lynda Faires
218 S Cleveland Avenue
Louisville, CO 80027

November 19, 2025

To whom it may concern,

I authorize Caitlin & Joel Hawksley to pursue approval of a replat combining 1006 and 1008 Honeysuckle Ln.

Lynda Faires

Lynda Faires
Owner of 1006 Honeysuckle Lane, Louisville, CO

January 7, 2026

To: City of Louisville Planning Commission and City Council

From: Joel and Caitlin Hawksley

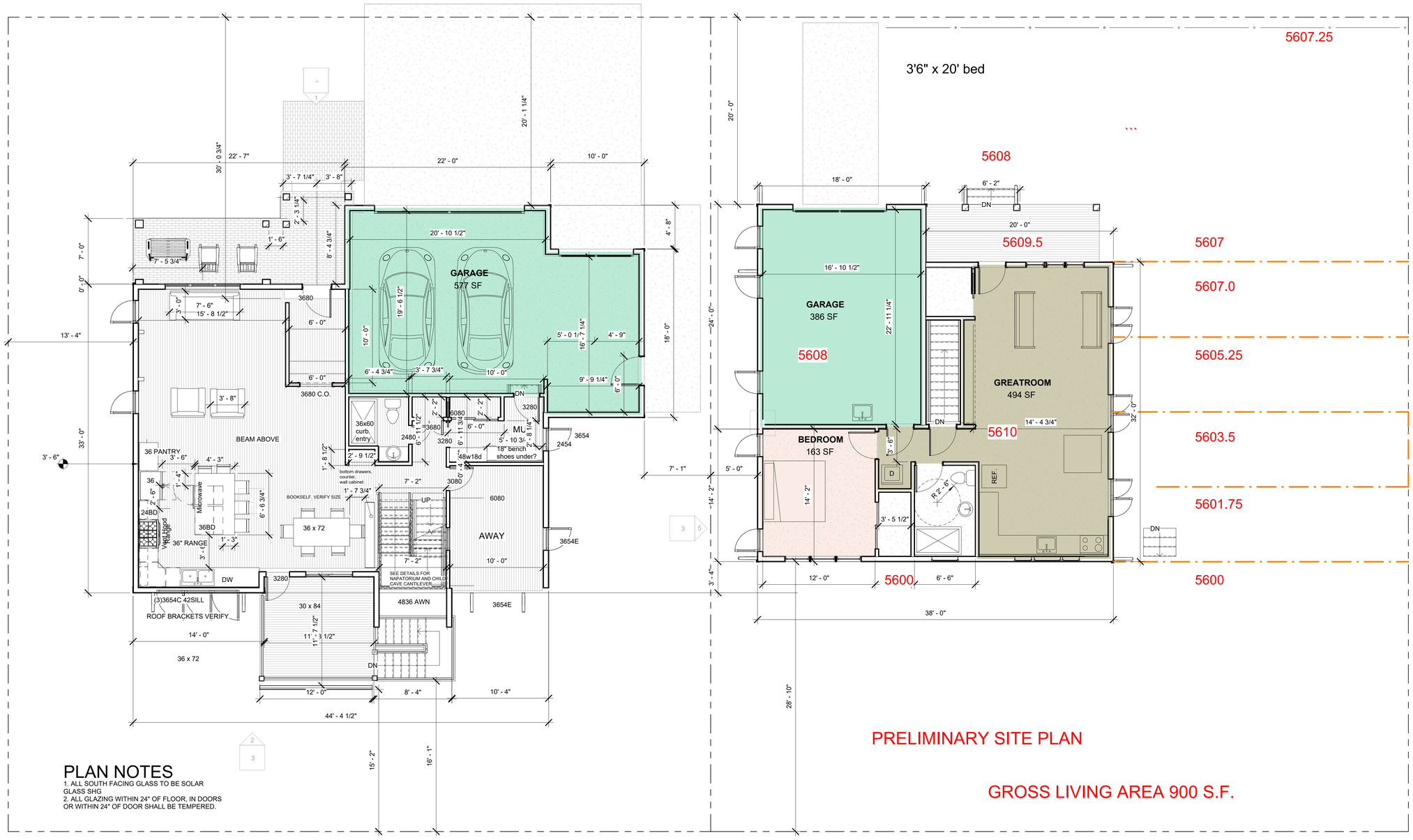
RE: Land Use Application to consolidate 1006 and 1008 Honeysuckle Lane (Lots 35 and 36), Centennial 8 subdivision

We purchased the property at 1008 Honeysuckle Lane in June 2020 and it became our home. On December 30th, 2021, the Marshall Fire completely destroyed our house. We moved back into our rebuilt home in March 2024.

We would like to purchase lot 35 (1006 Honeysuckle Lane) and consolidate it with our lot (36) for the purpose of creating a larger lot for a residential garden, play space for our two boys, and building a potential new Accessory Dwelling Unit (ADU), using the existing sewer and water taps for lot 35. Our intention is for the ADU to be accessible.

We are respectfully asking for a subdivision modification dissolving the lot line between the two lots. Doing so will allow us to develop the combined property to serve the needs of our family for generations to come.

Thank you for your time and consideration.



PLAN NOTES

1. ALL SOUTH FACING GLASS TO BE SOLAR GLASS SHG
2. ALL GLAZING WITHIN 24" OF FLOOR, IN DOORS OR WITHIN 24" OF DOOR SHALL BE TENPERED.

1 SITE PLAN
3/16" = 1'-0"

PROJECT DATE
1-5-2026

REVISIONS

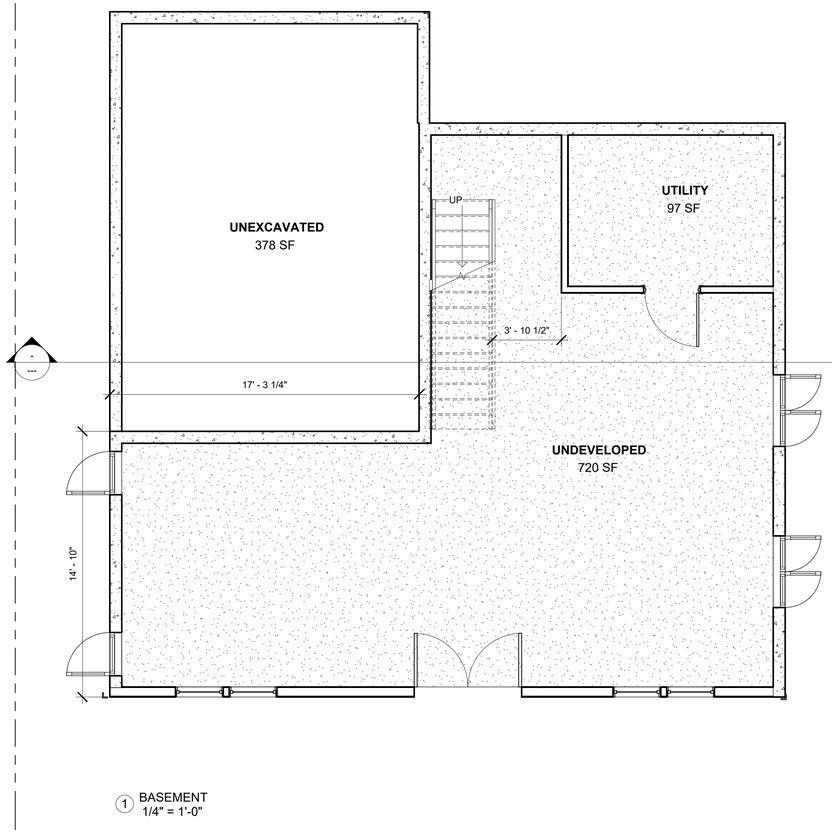
Cait and Joel Hawksley
1006 Honeysuckle Lane
Louisville, Ohio

RICK HAWKSLEY ARCHITECT
120 Portage Street
Kent, Ohio 44240
330.715.2354
rick@hawksley.org

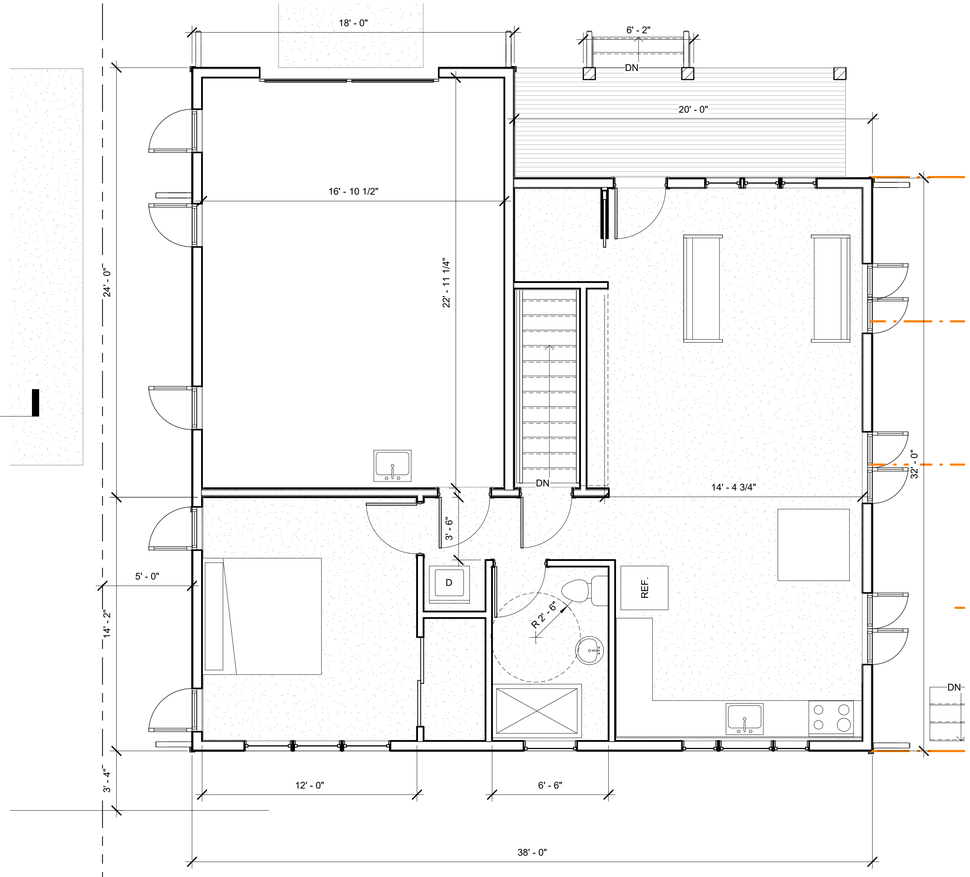
CONTENTS

1

Scale 3/16" = 1'-0"



1 BASEMENT
1/4" = 1'-0"



2 FIRST FLOOR PLAN
1/4" = 1'-0"

PROJECT DATE
1-5-2026

REVISIONS

Cait and Joel Hawksley
1006 Honeysuckle Lane
Louisville, Ohio

RICK HAWKSLEY ARCHITECT
120 Portage Street
Kent, Ohio 44240
330.715.2354
rick@hawksley.org

CONTENTS

2

Scale 1/4" = 1'-0"

NEW ADU

EXISTING HOUSE

1 NORTH ELEVATION
3/16" = 1'-0"

2 SOUTH ELEVATION
3/16" = 1'-0"

4 EAST ELEVATION
3/16" = 1'-0"

PROJECT DATE
1-5-2026

REVISIONS

Cait and Joel Hawksley
1006 Honeysuckle Lane
Louisville, Ohio

RICK HAWKSLEY ARCHITECT
120 Portage Street
Kent, Ohio 44240
330.715.2354
rick@hawksley.org

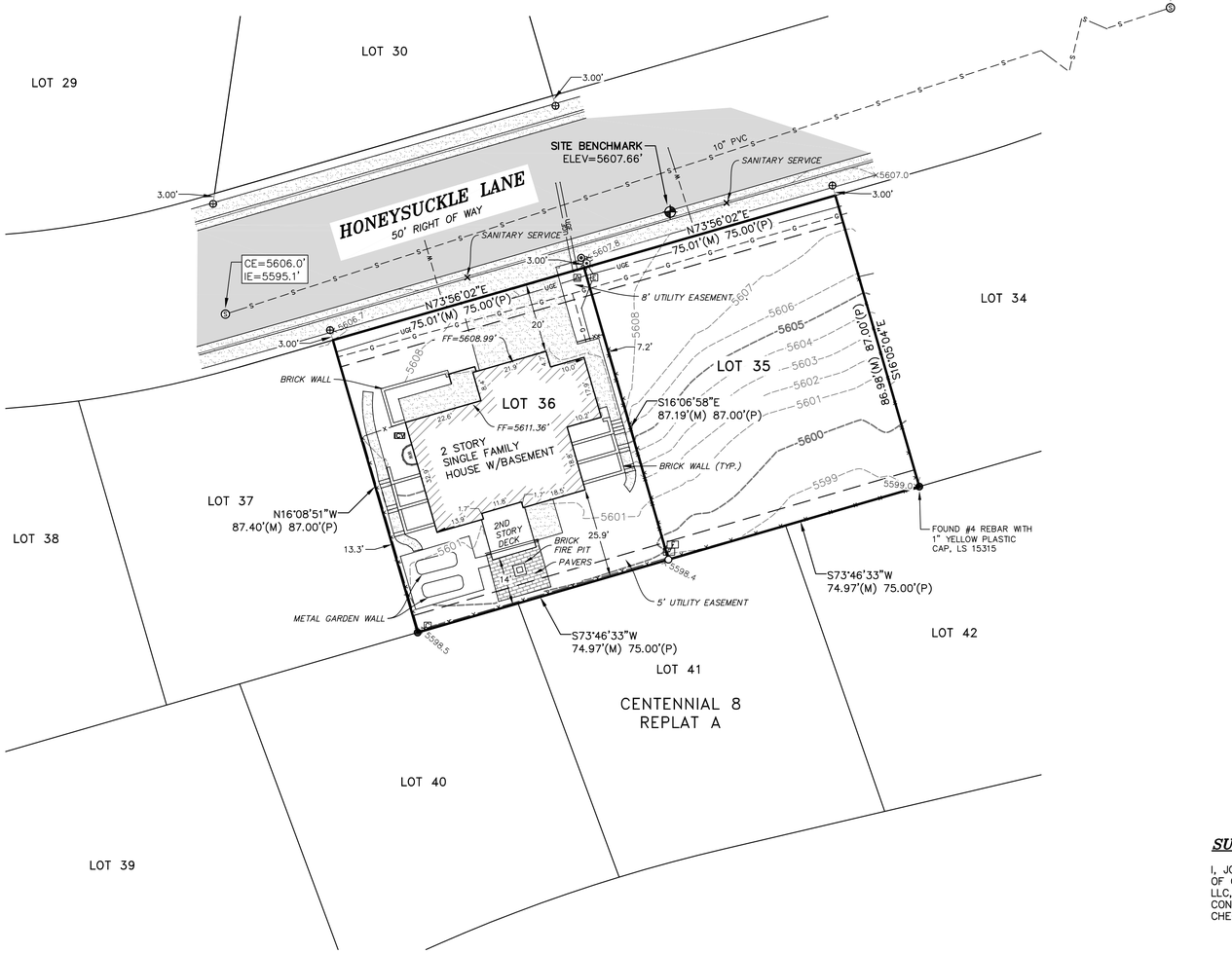
CONTENTS

3

Scale 3/16" = 1'-0"

LEGEND

- SITE BENCHMARK
- SET BRASS DISK & NAIL, EHRHART PLS 29414 – 3.00' OFFSET
- SET #5 REBAR WITH 1.25" YELLOW PLASTIC CAP, EHRHART PLS 29414
- FOUND PROPERTY CORNER AS DESCRIBED
- FOUND CHISELED CROSS IN CONCRETE – 3.00' OFFSET – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- CE COVER ELEVATION
- IE INVERT ELEVATION
- X 5107.3 SPOT ELEVATION
- Ⓢ SEWER MANHOLE
- –S– SEWER LINE
- –UGE– UNDERGROUND ELECTRIC LINE
- [E] ELECTRIC PEDESTAL
- ELECTRIC TRANSFORMER BOX
- LIGHT POLE
- –G– GAS LINE
- –W– WATER LINE
- –X– FENCE
- CONCRETE
- ASPHALT
- BUILDING



NORTH

SCALE: 1" = 20'

0 10 20 40

LEGAL DESCRIPTION:

LOT 35 & 36, CENTENNIAL 8 REPLAT A, COUNTY OF BOULDER, STATE OF COLORADO.

CONTAINING 13,077 SQUARE FEET OR 0.300 ACRE, MORE OR LESS.

NOTES:

1) THE PURPOSE OF THIS SURVEY IS TO SHOW CERTAIN TOPOGRAPHIC FEATURES, AS REQUESTED BY CLIENT.
2) THIS TOPOGRAPHIC SURVEY IS NOT A "LAND SURVEY PLAT" OR AN "IMPROVEMENT SURVEY PLAT". APPROXIMATE PROPERTY LINES SHOWN HEREON ARE FROM RECORD PROPERTY DESCRIPTIONS PROVIDED BY CLIENT. BOUNDARY DETERMINATIONS ARE NOT A PART OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.
4) BENCHMARK: NGS "W 413" – PID: LL1549 – ELEV = 5459.62' (NAVD88–GEOID 18)

   SITE BENCHMARK: CHISELED CROSS IN CONCRETE PAN OF HONEYSUCKLE LANE. ELEV=5607.66' (NAVD88–GEOID18)
5) THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT AND DOES NOT CONSTITUTE A TITLE SEARCH BY EHRHART LAND SURVEYING, LLC TO DETERMINE OWNERSHIP OF THIS TRACT, VERIFY THE DESCRIPTION SHOWN, VERIFY THE COMPATIBILITY OF THIS DESCRIPTION WITH THAT OF ADJACENT TRACTS, OR VERIFY EASEMENTS OF RECORD.
6) LINEAL UNITS USED ARE U.S. SURVEY FEET
7) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE PLAT OF CENTENNIAL 8, REPLAT A RECORDED OCTOBER 24, 1989 AT RECEPTION NO. 1009977.
8) UTILITY LOCATIONS AND PIPE SIZES SHOWN ARE FROM VISIBLE SURFACE EVIDENCE, MAPS PROVIDED AND LOCATES BY OTHERS. THIS OFFICE CANNOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF THE UNDERGROUND IMPROVEMENTS SHOWN HEREON. UNDERGROUND UTILITY CONNECTIONS FOR WHICH THERE ARE NO PUBLIC RECORDS READILY AVAILABLE ARE NOT SHOWN. FOR SPECIFIC LOCATIONS DURING CONSTRUCTION CALL THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1–800–922–1987.
9) TOPOGRAPHIC AREA IS LOCATED IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP FOR BOULDER COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 08013C0581J (MAP NOT PRINTED), DATED DECEMBER 18, 2012.
10) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.
11) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

SURVEYOR'S STATEMENT:

I, JOHN P. EHRHART, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF EHRHART LAND SURVEYING, LLC, THAT A TOPOGRAPHIC SURVEY OF THE ABOVE DESCRIBED PREMISES WAS CONDUCTED BY ME OR UNDER MY DIRECT SUPERVISION, RESPONSIBILITY AND CHECKING ON OR AROUND DECEMBER 1, 2025.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

COLORADO REGISTERED JOHN P. EHRHART 12/19/25 29414 PROFESSIONAL LAND SURVEYOR

PROJECT NO.
S255498

EHRHART
LAND SURVEYING
P.O. Box 930
Erie, Colorado 80516
(303) 828-3340
www.coloradols.com

TOPOGRAPHIC SURVEY
1008 & 1006 HONEYSUCKLE LANE
LOT 35 & 36, CENTENNIAL 8 REPLAT A
SW 1/4 SECTION 7, T1S, R69W OF THE 6TH P.M.
CITY OF LOUISVILLE, BOULDER COUNTY, COLORADO

REVISIONS			
NO.	DATE	BY	DESCRIPTION

DATE: 12/19/25
FIELD WORK BY: IRE
DRAWN BY: JMH
CHECKED BY: JPE

SHEET NO.
1 OF 1

1006-1008 Honeysuckle Lane Minor Subdivision

Resolution No. 72, 2026, approving the Centennial 8 Replat A to facilitate the minor subdivision at 1006 Honeysuckle Lane & 1008 Honeysuckle Lane

City Council, September 1, 2026

Community Development Department

Background

- Subject Properties:
  - Lot 36 Centennial 8 Replat B (1008 Honeysuckle Lane)
  - Lot 35, Centennial 8 Replat B (1006 Honeysuckle Lane)
- Affected by Marshall Fire
  - 1008 Honeysuckle rebuilt by current owner and applicant
  - 1006 Honeysuckle is vacant (for sale)
- Residential Estate (R-E) zoning
- Centennial 8 Replat B
  - Land dedication requirements satisfied by Centennial 8 Subdivision agreement, 1987

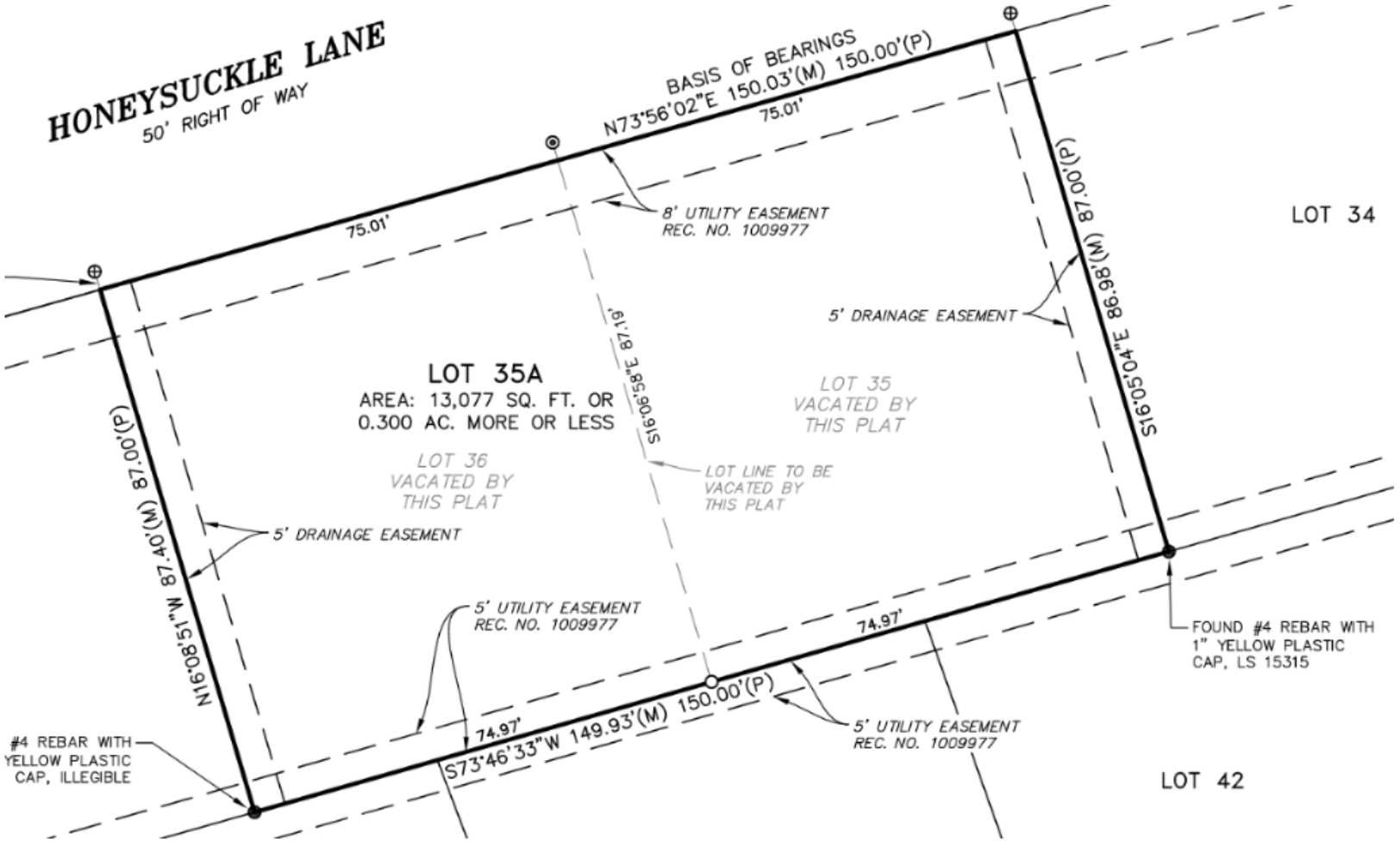
Current image of subject properties

City of Louisville

Proposal

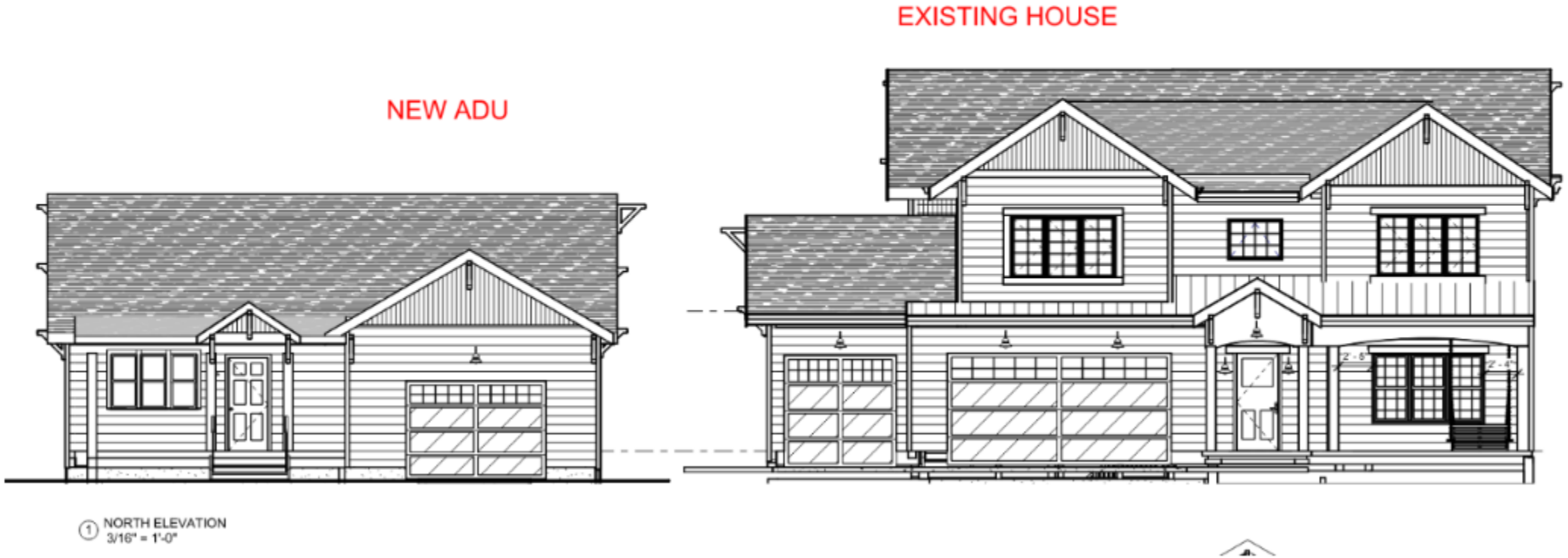
- Minor Subdivision procedure (LMC *Sec 16.12.110.)* to consolidate Lot 36 and Lot 35 into new lot 35A
- Proposed Lot 35A:
  - 13,077 square feet
  - 150 feet in width
- Purpose is for applicant to have one larger lot to increase space for a residential garden, play area for their children, and to support future plans for a new accessible Accessory Dwelling Unit (ADU).

Figure 1: Proposed Lot Consolidation Plat



City of Louisville

Figure 2: Conceptual Plan for New ADU



Analysis

- Meets the final plat criteria, applicable zoning requirements, and subdivision design standards”
  - Current lot coverage entitlement is 30% for each Lot (35 & 36)
  - New Lot 35A reduced lot coverage to 20% of lot size or 3000 sq ft, whichever is greater (for R-E lots over 12,001 square feet)
  - Compatible with neighboring development patterns
    - Lots nearby range in size from 6,426 sq. ft. to 9,822 sq. ft., with lot coverage allowances that range between 1,928 sq. ft. and 2,700 sq.
    - Additional 300 sq feet not significantly larger than next largest lot coverage in neighborhood
    - Total lot coverage is less for the combined lots than sum of two individual lots
  - Public improvements include new waterline/water meter to 1006 Honeysuckle Lane (per Subdivision Agreement)

Staff Recommendation

Staff recommend approval of Resolution No. 72, 2026, approving the Centennial 8 Replat A to facilitate the minor subdivision at 1006 Honeysuckle Lane & 1008 Honeysuckle Lane.