CITY OF TUCSON

Contract No. 240160 - 08

CyberSecurity Products, Solutions, and Services

Vendor: Integral Partners, LLC

Group: 2

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CITY OF TUCSON

1. Offer and Acceptance

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the solicitation which are incorporated by reference as if fully set forth herein.

Integral Partners LLC
Company Name

1434 Spruce Street, Suite 100
Address

Boulder CO 80302
City State Zip

Scott R. Li
Signature of Person Authorized to Sign

Scott Silver
Printed Name

CEO
Title

For clarification of this offer, contact:

Name: David Cox

Title: VP Services

Phone: (801) 673-3623

E-mail: dcox@ipllc.co

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. 240160-08.

CITY OF TUCSON, a municipal corporation

Approved as to form:

Regina Nassen for
As Tucson City Attorney and not personally

08/14/2024
Date

Awarded:

Nathan Dawn
As Director of Business Services and not personally

08/14/2024
Date

CITY OF TUCSON

2. Letter of Concurrence

Docusign Envelope ID: 39E6873D-556F-403B-9D64-0D0A64C205A4

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

August 8, 2024

Kory Wilson
Integral Partners LLC
1434 Spruce Suite 100
Boulder, CO 80302
Sent Via Email: kwilson@ipllc.com

Re: City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services

Dear Kory Wilson:

Based upon the previous discussions and negotiations, this letter serves as a request for confirmation that the statements below represent your firm's best and final offer to the City of Tucson regarding the subject solicitation. Points of agreement not identified below are not included in the offer. In the event there is any disagreement with this document or if there is other information that must be included in the document, Integral Partners LLC must specify such in a written response to this request.

1. **Special Terms and Conditions**
   The agreed upon Special Terms and Conditions are attached to this letter.

2. **Standard Terms and Conditions**
   The agreed upon Standard Terms and Conditions are attached to this letter.

3. **Order of Precedence**
   The order of precedence for documents shall be in the following order:
   1. Letter of Concurrence
   2. Negotiated Special Terms and Conditions
   3. Negotiated Standard Terms and Conditions
   4. Integral Partners LLC Proposal
   5. Original RFP

Your response to this letter must be received by the City's Business Services Department - Procurement Division on or before Thursday, August 8, 2024, at 1:00 p.m. local Arizona time. Please contact me with any questions.

Docusign Envelope ID: 39E6873D-556F-403B-9D64-0D0A64C205A4

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

Sincerely,

Christopher Geoffroy
Contract Officer

Attachments: Special Terms and Conditions, Standard Terms and Conditions

DocuSigned by:
07E8AC03FDB244C...

8/8/2024

Concurrence Date

Name/Title: Jacques Marine, Chief Operating Officer

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City’s Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any

employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against any actions, damages, claims, liabilities, costs, expenses, and losses brought against, incurred by, or paid by any of them at any time, as a result of Contractor's (a) breach of confidentiality, (b) infringement of third party intellectual property rights, or (d) violation of applicable laws.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

Ownership of Deliverables. All work product and deliverables specified in an SOW (the "Deliverables") will become the sole and exclusive property of Client upon full payment to Contractor for the Services in connection with such Deliverables; provided, however, that the foregoing ownership rights will be subject to and second to Contractor' ownership rights in the Contractor Technology (as defined below).

Ownership of Contractor Technology. Contractor has acquired, developed or otherwise obtained rights in and may, in connection with the performance of Services, solely or jointly with others, acquire, conceive, develop, enhance, or modify various concepts, ideas, methods, processes, procedures, know-how, and techniques pertaining to Contractor products and services (collectively, the "Contractor Technology"). The Contractor Technology as well as any intellectual property rights related thereto or based thereon (including, without limitation all patents, copyrights, trademarks or other proprietary rights based thereon) is and will remain the sole and exclusive property of Contractor. For avoidance of doubt, Contractor Technology shall not include any Client data, including but not limited to identification of specific City systems, processes or methodologies used in connection with the Deliverables, whether preexisting, or later solely acquired or developed by Client.

Nonexclusive License. Contractor grants Client a worldwide, royalty-free, non-exclusive license to use, duplicate, distribute and disclose the Contractor Technology to the extent incorporated within and necessary for the performance of Services and the operation of the Deliverables. Client will acquire no other right, title or interest in the Contractor Technology.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All Services and Deliverables submitted by Integral Partners will conform with the requirements and specifications in this SOW or as otherwise agreed to in writing by the Parties (the "Acceptance Criteria"). Unless otherwise agreed upon in the applicable SOW,

Client will have Fifteen (15) business days to review each Service or Deliverable following submission by Integral Partners (the “Review Period”) to determine whether such Service or Deliverable conforms to the Acceptance Criteria. Client and Integral Partners may mutually agree in writing to extend the Review Period if necessary and appropriate, and such agreement will not be unreasonably withheld. Client may reject any Service or Deliverable that fails to conform to the Acceptance Criteria by notifying Integral Partners in writing by the end of the Review Period how such Service or Deliverable fails to conform (a “Rejection Notice”). Following receipt of a Rejection Notice, Integral Partners will promptly meet and confer with Client to review and modify such Service or Deliverable to conform to the Acceptance Criteria and then resubmit such Service or Deliverable to Client for Review subject to the provisions of this paragraph. Client may accept any Service or Deliverable by providing written notice to Integral Partners of its acceptance by the end of the Review Period (a “Acceptance Notice”). If Client fails to provide Integral Partners either an Acceptance Notice or Rejection Notice by the end of the Review Period, then such Service or Deliverable will be deemed accepted at the end of the Review Period. If Integral Partners fails to submit a Service or Deliverable that conforms to the Acceptance Criteria, then Client may terminate this SOW immediately in writing to Integral Partners without limiting any other rights or remedies it may have in equity or in law.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

E. Undisputed Invoices. Undisputed invoices for which payment is not received within Thirty (30) calendar days from the due date will accrue a late charge equal to the lesser of one and one-half percent (1.5%) or the highest rate allowable by law per month compounded from the due date until paid in full.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or

breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

G. SPECIAL TERMS AND CONDITIONS

G.1 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

G.2 COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and nonprofit agencies that have registered with Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Department of Procurement are eligible to participate in any subsequent Contract.
See http://www.tucsonprocurement.com/coop_partners.aspx and click on Cooperatives for a list of the public and nonprofit agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Additionally, this contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdocument?id=23638 for a listing of participating agencies. The parties agree that these lists are subject to change. Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of this contract (i.e., freight charges, travel related expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others. The Contractor(s) will provide an electronic copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice of Intent to Award. At the City's request, the successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a participating agency.

G.3 FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.4 LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

G.5 PRICE ADJUSTMENT

Given the Term, the Parties may mutually agree in writing to adjust prices annually to account for actual increases in the underlying cost of the products and services offered under the Contract (each a "Price Adjustment"), and such agreement will not be unreasonably withheld. Any Price Adjustment will only affect the products and services agreed to in writing under the Contract following the effective date of the Price Adjustment, unless otherwise agreed upon by the Parties in writing.

G.6 TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional **one-year periods** or portions thereof.

G.7 TRAVEL EXPENSE ALLOWANCES

The City's allowance is limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Consultant is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Consultant shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. At travel destinations, the City will reimburse the Consultant for the use of airport limousines and taxis. No receipts are required for reimbursement of such expenses. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

The City will pay the actual cost of rooms including tax based upon the Federal Per Diem rates. Both the room rate and tax paid must be substantiated by a receipt that indicates payment has been made. All in-state travel will be reimbursed at the City's per diem rate. A complete list of the Federal GSA Per Diem rates are available at: http://www.gsa.gov/portal/category/100120.

For meals and miscellaneous expenses, the Consultant may choose to receive either (1) the Federal GSA per diem amount (a flat rate), or (2) a reimbursement for actual expenses. A higher dollar amount is allowed under the actual expense reimbursement option; however, receipts must be retained under this option. The Consultant is not required to keep receipts if the per diem option is chosen.

Only one method of reimbursement can be used for the entire trip (i.e., the Consultant cannot request a per diem amount for some days and actual expense reimbursement for other days).

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below for each meal the Consultant eats at the travel destination. The FY12 meal per diem for Tucson, Arizona is as follows:

The Consultants who select the per diem option and spend less than the per diem amount are encouraged to request a reimbursement only for the amount actually spent. No receipts are required to receive actual reimbursement where the amount requested is less than or equal to the per diem amount.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. If the actual expense reimbursement option is chosen for out-of-state travel, receipts are required for miscellaneous expenses.

Long distance telephone charges are allowed for official calls, and are governed by the following: Calls for official City business other than to City offices shall be paid by the Consultant. The Consultant will be reimbursed upon submission of appropriate documentation relative to cost and purpose of the call, and with the approval of the City Representative for this contract. Calls other than City business shall not be made at City expense.

The above is pursuant to City policy: Administrative Directive 3.03-1, Travel Authorization and Expense Allowance.

CITY OF TUCSON

3. Vendor's Response to Intent to Negotiate/Best and Final Offer (BAFO)

From: Jacques Marine
To: Christopher Geoffroy; Kory Wilson
Cc: Scott Silver; David Cox; Tracy Garcia
Subject: [EXTERNAL] RE: Second Letter of Intent to Negotiate - RFP 240160
Date: Thursday, August 8, 2024 9:17:27 AM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png
image473691.png
image599874.png
image033934.png
image333581.png
image449067.png
image813110.png

Chris

Thanks for the email.

We are fully agreed on all items and I will respond accordingly.

That said, I could use your help understanding exactly how you want us to respond to 11 and 12 so that I can properly transfer the data in our offer document to the final response.

Are you free for 5-10 minutes in the next hour?

I can send you a Team invite where I can share my screen.

Regards

Jacques

Jacques Marine

jmarine@ipllc.co
(310) 528-0933
www.integralpartnersllc.com

integral partners
A Xalient company

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Thursday, August 8, 2024 9:06 AM
To: Jacques Marine <jmarine@ipllc.co>; Kory Wilson <kwilson@ipllc.co>

Cc: Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: Second Letter of Intent to Negotiate - RFP 240160

CAUTION: This email originates from outside of Xalient

Good morning,

Please see attached Letter of Intent to Negotiate regarding your most recent negotiations response letter.

Please respond by 1:00 pm AZ Local time.

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Jacques Marine <jmarine@ipllc.co>
Sent: Wednesday, August 7, 2024 2:52 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>; Kory Wilson <kwilson@ipllc.co>
Cc: Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL] RE: Second Letter of Intent to Negotiate - RFP 240160

Chris

Thank you for the email and letter below.

Please see attached letter and documents in response.

We look forward to working with you and your team to complete this process.

Please advise on next steps when ready.

Regards

Jacques

Jacques Marine

jmarine@ipllc.co
(310) 528-0933
www.integralpartnersllc.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Tuesday, August 6, 2024 4:08 PM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: Second Letter of Intent to Negotiate - RFP 240160
Importance: High

CAUTION: This email originates from outside of Xalient

Sir,

Please see attached Letter of Intent to Negotiate.

We kindly ask that you respond by Wednesday, August 7, 2024, by 3:00pm Arizona Local Time.

We need to get this done as soon as possible; we are hoping to award this week.

Thanks,
Chris

CITY OF TUCSON

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | City of Tucson
christopher.geoffroy@tucsonaz.gov

direct 520.837.4024

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
We are an authorized reseller of solutions from several vendors but cannot offer direct pricing without a quote from the software vendor based on specific customer and customer requirements. We provide all related services			
Privileged Access Management (PAM) Solution	$ -		$ -
Annual Maintenance For PAM Solution	$ -		$ -
Passwordless Authentication Solution	$ -		$ -
Annual Maintenance For Passwordless Authentication Solution	$ -		$ -
Adaptive Access Controls Solution	$ -		$ -
Annual Maintenance For Adaptive Access Controls	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
IAM Solution Consulting Services	
Director	$ 320.00
Sr. Manager	$ 290.00
Sr. Architect	$ 290.00
Manager	$ 260.00
Architect	$ 260.00
Sr. Consultant	$ 230.00
Consultant	$ 200.00
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
NOT APPLICABLE		

Service	Description	Hourly Rate	# of Employees	Total Price
All services below offered and priced on a time and materials based on the core rate schedule. Fixed free deliverable and subscription pricing available for certain services upon request. Actual pricing will vary based on project scope and complexity.				
IAM Advisory - Full	Identity Governance & Administration (IGA) Access Management (AM) Privileged Access Management (PAM) Zero Trust (ZT) Maturity analysis Current and Future State IAM Road Map Vendor recommendations Operational Support Business enablement opportunities	See core rate schedule ($70K to $150K for 4 to 12 weeks)		
IAM Advisory - Focus	Deep dive in a specific area PAM, IGA, or AM focus Maturity analysis Current and Future State IAM Road Map Vendor recommendations Operational Support Business enablement opportunities	See core rate schedule ($50K to $125K for 4 to 12 weeks)		

IAM Advisory - Custom	Guidance on specific IAM areas where help is needed RBAC IAM Governance IAM Program Management IAM Policy Zero Trust Cloud Infrastructure Entitlements Management (CIEM) Customer IAM (CIAM) Identity Director as a Service Advisory refresh/recharge	See core rate schedule ($50K to $150K for 4 to 12 weeks)
IGA Phase 0	Application Status and Onboarding Prioritization IAM Program Communications Plan Business Process Diagram Business Requirements Document Effort Estimate Deliverable Tracking Document	See core rate schedule ($80K to $120K for ~5 weeks)
IGA Role Governance	Education on Role Base Access Control Best practices Implementation Guidance	See core rate schedule ($15K to $35K for ~5 weeks)
IGA Expert Overlay	Application Inventory & Analysis Authoritative Source Requirements Target System Requirements Business Requirements Role Definition Configuration Access Certification Campaigns Testing Support Documentation Knowledge Transfer Deployment and Go-Live Guidance and Support	See core rate schedule ($240K to $550K for ~1 year)
IGA ISC QuickStart	High Level Plan Authoritative Source Configuration Target Applications Configuration High Level architecture diagram ITSM Integration Configuration (as applicable) Unit test cases documentation Documentation of pertinent configurations Unit testing of the configurations Knowledge transfer sessions Go-Live support	See core rate schedule ($80K to $150K for ~10 weeks)
IGA Saviynt Workday QuickStart	Deployment steps for connected systems Nonproduction Saviynt EIC tenant configured integrations with all in-scope systems	See core rate schedule ($15K to $22.5K for ~1 week)
PAM Core Solution	Gain visibility of Admin account privileges and DevOps secrets across the estate Automate repeatable privileged tasks that increase risk Enable frictionless access to privileged credentials and secrets Empower users with easy-to-use customization tools Meet and prove compliance with increasingly complex regulations Leverage deployment flexibility	See core rate schedule ($20K to $65K)
PAM EPM Solution	Enforce least privilege dynamically with just-in-time privilege elevation Centrally manage zero trust security controls to protect against external and internal threats Achieve compliance and meet cyber insurance requirements Reduce attack surface to protect against malware, ransomware, and identity-based attacks Reduce IT workload and enhance operational efficiency Deploy quickly and easily, for fast time-to-value	See core rate schedule ($18K to $35K)

PAM Vendor Solution	Create VPN-less, secure, granular access for users to technical resources Provide simple, fast, and secure remote access for vendors and third-parties Empower developers and technical staff to securely access cloud resources Gain full oversight of all access session activity and capture detailed session data Meet and easily prove compliance with increasingly complex industry regulations	See core rate schedule ($10K to $30K)

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
BAFO PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlited in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information
Endpoints: 5,000
Users: 5,000
Network Devices: 300
Firewalls: 10
Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

From:	Jacques Marine
To:	Christopher Geoffroy; Kory Wilson
Cc:	Scott Silver; David Cox; Tracy Garcia
Subject:	[EXTERNAL] RE: Second Letter of Intent to Negotiate - RFP 240160
Date:	Wednesday, August 7, 2024 2:58:51 PM
Attachments:	image001.png image384857.png image696366.png image839672.png image955687.png image410842.png image521972.png IPLLC - City of Tucson Offerings 20240807.pdf IPLLC - City of Tucson References 20240807.pdf IPLLC - City of Tucson Resumes 20240807.pdf IPLLC Response to City of Tucson Notice of Intent 20240807.pdf

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Chris

Thank you for the email and letter below.

Please see attached letter and documents in response.

We look forward to working with you and your team to complete this process.

Please advise on next steps when ready.

Regards

Jacques

Jacques Marine

jmarine@ipllc.co
(310) 528-0933
www.integralpartnersllc.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Tuesday, August 6, 2024 4:08 PM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: Second Letter of Intent to Negotiate - RFP 240160
Importance: High

CAUTION: This email originates from outside of Xalient

Sir,

Please see attached Letter of Intent to Negotiate.

We kindly ask that you respond by Wednesday, August 7, 2024, by 3:00pm Arizona Local Time.

We need to get this done as soon as possible; we are hoping to award this week.

Thanks,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

Docusign Envelope ID: 3226F0C7-160D-457D-B164-48E7F029F04A

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RESPONSE TO INTENT TO NEGOTIATE LTR DTD AUG 6, 2024

August 7, 2024

Christopher Geoffroy
Contract Officer
Business Services Department – Procurement
255 W. Alameda, 6th Floor
Tucson, AZ 85701

Re: City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services, Notice of Intent to Negotiate

Dear Chris Geoffroy:

Thank you for the intent to negotiate letter dated August 6, 2024 in connection to our submission in response to the City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services. Please accept this letter as our official response to your request for response to the line items in your letter.

Responses shown in bold italics with edits to prior language in red

1. Instructions to Offeror: D.7. Payment Discounts

   The offeror is not required to offer early payment discounts.

   Understood.

2. Instructions to Offeror: D.16. Business Licenses

   In order to be eligible for award of contract, the offeror must obtain a City of Tucson Business License to do business with the City of Tucson.

   Understood. We will apply for a City of Tucson Business License.

3. Offer Evaluation and Contract Award: E.5.B. Payment Discounts

   The offeror is not required to offer early payment discounts.

   Understood.

4. Special Terms and Conditions: G.5. Price Adjustment

   The City does allow for annual price adjustments, with proper justification, on longer term contracts. Please provide language that you wish to include in the contract so we may review.

   We propose the following in response:

Docusign Envelope ID: 3226F0C7-160D-457D-B164-48E7F029F04A

"Given the Term, the Parties may mutually agree in writing to adjust prices annually to account for actual and anticipated increases in the underlying cost of the products and services offered under the Contract (each a "Price Adjustment"), and such agreement will not be unreasonably withheld. Any Price Adjustment will only affect the products and services agreed to in writing under the Contract following the effective date of the Price Adjustment, unless otherwise agreed upon by the Parties in writing."

5. Standard Terms and Conditions: I.20. Indemnification

   The City agrees to the limitation, with the exception of "gross negligence and willful misconduct" and proposes the following language:

   To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all (a) breach of confidentiality, (b) infringement of third-party intellectual property rights, or (c) violation of applicable laws.

   Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

   We propose the following changes to the first paragraph for additional clarity:

   "To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against ~~all~~ any actions, damages, claims, liabilities, costs, expenses, and losses brought against, incurred by, or paid by any of them at any time, as a result of Contractor's (a) breach of confidentiality, (b) infringement of third party intellectual property rights, or (d) violation of applicable laws."

   We accept the provisions of the second paragraph.

6. Standard Terms and Conditions: I.21. Intellectual Property

   The City agrees to the modification, but please provide the language you wish to include in the contract so that the City may review.

   We propose the following in response:

   "Ownership of Deliverables. All work product and deliverables specified in an SOW (the "Deliverables") will become the sole and exclusive property of Client upon full payment to Contractor for the Services in connection with such Deliverables; provided, however, that the foregoing ownership rights will be subject to and second to Contractor' ownership rights in the Contractor Technology (as defined below).

   Ownership of Contractor Technology. Contractor has acquired, developed or otherwise obtained rights in and may, in connection with the performance of Services, solely or jointly with others, acquire, conceive, develop, enhance, or modify various concepts, ideas, methods, processes, procedures, know-how, and techniques pertaining to Contractor products and services (collectively, the "Contractor Technology"). The Contractor Technology as well as any intellectual property rights related thereto or based thereon (including, without limitation all patents, copyrights, trademarks or other proprietary rights based thereon) is and will remain the sole and exclusive property of Contractor.

   Nonexclusive License. Contractor grants Client a worldwide, royalty-free, non-exclusive license to use, duplicate, distribute and disclose the Contractor Technology to the extent incorporated within and necessary for the performance of Services and the operation of the Deliverables. Client will acquire no other right, title or interest in the Contractor Technology."

7. Standard Terms and Conditions: I.23. Inspection and Acceptance

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Docusign Envelope ID: 3226F0C7-160D-457D-B164-48E7F029F04A

The City agrees to the language with the following revisions:

All Services and Deliverables submitted by Integral Partners will conform with the requirements and specifications in this SOW or as otherwise agreed to in writing by the Parties (the "Acceptance Criteria"). Client will have Fifteen (15) business days to review each Service or Deliverable following submission by Integral Partners (the "Review Period") to determine whether such Service or Deliverable conforms to the Acceptance Criteria. Client and Integral Partners may mutually agree in writing to extend the Review Period if necessary. Client may reject any Service or Deliverable that fails to conform to the Acceptance Criteria by notifying Integral Partners in writing by the end of the Review Period how such Service or Deliverable fails to conform (a "Rejection Notice"). Following receipt of a Rejection Notice, Integral Partners will promptly meet and confer with Client to review and modify such Service or Deliverable to conform to the Acceptance Criteria and then resubmit such Service or Deliverable to Client for Review subject to the provisions of this paragraph. Client may accept any Service or Deliverable by providing written notice to Integral Partners of its acceptance by the end of the Review Period (a "Acceptance Notice"). If Client fails to provide Integral Partners either an Acceptance Notice or Rejection Notice by the end of the Review Period, then such Service or Deliverable will be deemed accepted at the end of the Review Period. If Integral Partners fails to submit a Service or Deliverable that conforms to the Acceptance Criteria, then Client may terminate this SOW immediately in writing to Integral Partners without limiting any other rights or remedies it may have in equity or in law.

We propose the following changes to align with the acceptance process with our project estimating, planning and management methodology:

"All Services and Deliverables submitted by Integral Partners will conform with the requirements and specifications in this SOW or as otherwise agreed to in writing by the Parties (the "Acceptance Criteria"). Unless otherwise agreed upon in the applicable SOW, Client will have ~~Fifteen~~ Ten (~~15~~ 10) business days to review each Service or Deliverable following submission by Integral Partners (the "Review Period") to determine whether such Service or Deliverable conforms to the Acceptance Criteria. Client and Integral Partners may mutually agree in writing to extend the Review Period if necessary and appropriate, and such agreement will not be unreasonably withheld. Client may reject any Service or Deliverable that fails to conform to the Acceptance Criteria by notifying Integral Partners in writing by the end of the Review Period how such Service or Deliverable fails to conform (a "Rejection Notice"). Following receipt of a Rejection Notice, Integral Partners will promptly meet and confer with Client to review and modify such Service or Deliverable to conform to the Acceptance Criteria and then resubmit such Service or Deliverable to Client for Review subject to the provisions of this paragraph. Client may accept any Service or Deliverable by providing written notice to Integral Partners of its acceptance by the end of the Review Period (a "Acceptance Notice"). If Client fails to provide Integral Partners either an Acceptance Notice or Rejection Notice by the end of the Review Period, then such Service or Deliverable will be deemed accepted at the end of the Review Period. If Integral Partners fails to submit a Service or Deliverable that conforms to the Acceptance Criteria, then Client may terminate this SOW immediately in writing to Integral Partners without limiting any other rights or remedies it may have in equity or in law."

8. Standard Terms and Conditions: I.28. Payment

The City prefers to leave the language as stated as it is just a preferred method and not required, but the City has the option of paying via ACH. The City does not agree with the imposed late charges.

Understood with respect to payment methods. To be clear, we are proposing the following with respect to late payments:

"Undisputed invoices for which payment is not received within Thirty (30) calendar days from the due date will accrue a late charge equal to the lesser of one and one-half percent (1.5%) or the highest rate allowable by law per month compounded from the due date until paid in full."

Why would the City not pay undisputed fees on time? What should happen if the City does not pay undisputed fees on time? Are we expected to continue work without payment and finance the cost to our business? Late charges are a common practice in such instances as evidenced by the language in the

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cooperative agreement with Axia. We are open to alternatives that does not require us to continue working without payment.

9. Standard Terms and Conditions: I.37. Acceptance

   See response to Item #7 (Standard Terms and Conditions: I.23. Inspection and Acceptance)

   Understood.

10. Qualifications and Experience: K. References and Resumes

    The City is requesting Resumes.

    See attachment – IPLLC Sample Resumes 20240807 and IPLLC References 20240807.

11. Pricing

    The City is requesting clarification on Categories 2 for other than the hourly rates.

    See attachment – IPLLC Offerings 20240807 for best and final pricing for all offerings.

12. Best and Final Pricing

    Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page".

    See response to Item #11.

If you have any questions regarding this letter, please reply to Kory Wilson (kwilson@ipllc.co) with cc: to Scott Silver (ssilver@ipllc.co), Jacques Marine (jmarine@ipllc.co), and David Cox (dcox@ipllc.co).

Regards

DocuSigned by:
07E8AC03FDB244C...

Jacques Marine
Chief Operating Officer

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From: Jacques Marine
To: ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>; Christopher Geoffroy; Nick Grund; Tracy Garcia
Cc: Jacques Marine; Kory Wilson; David Cox
Subject: [EXTERNAL] RE: Discuss IP Questions with Axia
Date: Wednesday, July 31, 2024 6:26:49 PM
Attachments: image805612.png
image505106.png
image574024.png
image064847.png
image177579.png
image791267.png

City of Tucson and Axia Teams

Thank you for your time today.

It was helpful for us to better understand the overall structure and approach to the cooperative agreement with the City of Tucson as the Lead Procurement Agency.

I have reviewed the Axia cooperative attachments and we agree with terms and conditions therein without modification, with the following understanding, per our discussion:

1. While we have SLED customers that we have worked with directly and through Carahsoft, SHI, WWT and other organizations, this will be our first direct SLED cooperative agreement and will be looking to develop and grow with Axia and will appreciate your patience and supports.
2. If selected, we will establish a dedicated team with marketing, sales, services and financial support for the agreement and all participating agencies.
3. We have not budgeted specific SLED events for 2024, but can allocate budget to such events in 2025 and can promote the contract at budgeted events in 2024 with SLED participants (such as Gartner IAM conference) to market the agreement.
4. We acquired one year ago by Xalient Holdings LTD in the UK and working on integrations, so expect changes, such as name, website, logos, etc.
5. The payment terms for administrative fees seem to be missing from paragraph 13 and 14, but pursuant to our conversations, we would expect to be invoiced based on reports with payment terms of Net 60 to allow us to invoice and receive payment from the participating agency, where collections from such agencies are solely our responsibility.
    a. What's the best way to address this?

I have also reviewed the project documents at procurement.opengov.com as the "Master Agreement" referenced in the cooperative agreement. We generally agree with the terms and conditions therein, but would ask that City of Tucson review and advise on the following (organized by the numbered sections in the solicitation):

- 4.7 – Payment Discounts: We can accept payment terms of Net 21, but we do not offer

early payment discounts (e.g. 2% Net 10)

- 4.16 – Business License: We are not currently registered to do business in the City of Tucson and would request exception if awarded, unless required
- 5.5 (2) – Payment Discounts: See 4.7 above.
- 7.5 – Price Adjustment: Given that the term is set to be more than one year, we would like to include language stating that prices may be adjusted (e.g. January 1 of each year) to accommodate annual cost increases (salaries, benefits, insurance, etc.) as mutually agreed upon in writing by the parties and that such prices adjustments shall only impact services contracted after the effective date of the price adjustment.
- 9.20 – Indemnification: We would like to limit the scope for indemnification to (a) gross negligence or willful misconduct, (b) breach of confidentiality, (c) infringement of third party intellectual property rights, or (d) violation of applicable laws. It is currently too broad and can be applied to trivial items.
- 9.21 – Intellectual Property: We would like to include language that our clients own the deliverables from our services, but retain ownership of any of our "technology" (concepts, ideas, frameworks, methods, processes, procedures, tools and technology pertaining to our products and services) incorporated into our services and the deliverables and grant client a non-exclusive, perpetual license to use our technology to the extent incorporated and necessary for delivery of the services and operation of the deliverables.
- 9.23 – Inspection and Acceptance: We would like to include more detailed language that provides an objective process and timeline that ensures that we can complete the engagement. NOTE: repairs are not shown at our own cost since this is the default for fixed fee engagements and time and material engagements includes budget for fixes and enhances and are limited by the project budget.

    - *All Services and Deliverables submitted by Integral Partners will conform with the requirements and specifications in this SOW or as otherwise agreed to in writing by the Parties (the "Acceptance Criteria"). Client will have Fifteen (15) days to review each Service or Deliverable following submission by Integral Partners (the "Review Period") to determine whether such Service or Deliverable conforms to the Acceptance Criteria. Client may reject any Service or Deliverable that fails to conform to the Acceptance Criteria by notifying Integral Partners in writing by the end of the Review Period how such Service or Deliverable fails to conform and how such Service or Deliverable may be modified to conform (a "Rejection Notice"). Following receipt of a Rejection Notice, Integral Partners will promptly meet and confer with Client to review and modify such Service or Deliverable to conform to the Acceptance Criteria and then resubmit such Service or Deliverable to Client for Review subject to the provisions of this paragraph. Client may accept*

any Service or Deliverable by providing written notice to Integral Partners of its acceptance by the end of the Review Period (a "Acceptance Notice"). If Client fails to provide Integral Partners either an Acceptance Notice or Rejection Notice by the end of the Review Period, then such Service or Deliverable will be deemed accepted at the end of the Review Period. If Integral Partners fails to submit a Service or Deliverable that conforms to the Acceptance Criteria, then Client may terminate this SOW immediately in writing to Integral Partners without limiting any other rights or remedies it may have in equity or in law.

- 9.28 – Payment: We do not currently accept credit card. We invoice our customers monthly and generally receive payment for undisputed invoice via ACH. Similar to the Axia agreement, we also impose late charges on undisputed invoices that are not received within 30 days when due at a rate equal to the less of 1.5% per month compounded or the highest rate allowable law. This provides a 30 day grace period for payment while ensuring that if we are not carry the cost for undisputed invoices – especially when we are having to pay administrative fees regardless of payment date.
- 9.37 – Acceptance: See 9.23.

Please advise on how best to handle since these items can be address in the final written agreement, an addendum, or the statement of work – subject to the City's agreement.

Regards

Jacques

Jacques Marine

jmarine@ipllc.co
(310) 528-0933
www.integralpartnersllc.com

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-----Original Appointment-----
From: David Cox <dcox@ipllc.co>
Sent: Tuesday, July 30, 2024 7:18 PM
To: David Cox; ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>; Christopher Geoffroy; Kory Wilson; Tracy Garcia
Cc: Jacques Marine; Nick Grund
Subject: Discuss IP Questions with Axia

When: Wednesday, July 31, 2024 4:00 PM-4:30 PM (UTC-07:00) Mountain Time (US & Canada).
Where: Microsoft Teams Meeting

From: David Cox <dcox@ipllc.co>
Sent: Tuesday, July 30, 2024 4:44:13 PM UTC
To: David Cox <dcox@ipllc.co>; ken.heckman@axiacoop.org <ken.heckman@axiacoop.org> <ken.heckman@axiacoop.org>; Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>; Kory Wilson <kwilson@ipllc.co>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: Discuss IP Questions with Axia
When: Wednesday, July 31, 2024 10:00 PM-10:30 PM.
Where: Microsoft Teams Meeting

Microsoft Teams Need help? https://aka.ms/JoinTeamsMeeting?omkt=en-US
Join the meeting now https://teams.microsoft.com/l/meetup-join/19%3ameeting_NTdjNzM1OTYtOTRmNy00MjllLWI3YTMtYWI2NzU4MjJhYTI0%40thread.v2/0?context=%7b%22Tid%22%3a%2266f349f7-0aff-436f-b5d4-08ab2fd0ea7c%22%2c%22Oid%22%3a%2247597e9b-7315-4457-a032-b81913fd5053%22%7d
Meeting ID: 362 144 780 326
Passcode: YUYuai

Dial in by phone
+1 872-216-5905,,309571745#<tel:+18722165905,,309571745#> United States, Chicago
Find a local number https://dialin.teams.microsoft.com/1de8874c-f715-4c99-889e-b7a095f4bb59?id=309571745
Phone conference ID: 309 571 745#
For organizers: Meeting options https://teams.microsoft.com/meetingOptions/?organizerId=47597e9b-7315-4457-a032-b81913fd5053&tenantId=66f349f7-0aff-436f-b5d4-08ab2fd0ea7c&threadId=19_meeting_NTdjNzM1OTYtOTRmNy00MjllLWI3YTMtYWI2NzU4MjJhYTI0@thread.v2&messageId=0&language=en-US | Reset dial-in PIN https://dialin.teams.microsoft.com/usp/pstnconferencing

---

From:	David Cox
To:	Kory Wilson; Christopher Geoffroy; ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>; Tracy Garcia
Cc:	Jacques Marine; Scott Silver
Subject:	[EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24
Date:	Tuesday, July 30, 2024 8:09:52 AM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image007689.png image080696.png image185247.png image217573.png image277955.png image357243.png image484061.png image572977.png image828427.png image978589.png image644691.png image125252.png image060866.png image965440.png image509934.png image167941.png

---

Hi Chris and Ken,

Following up on Kory's note below, we have a few additional questions about Axia's partnering model we need clarified before providing the rest of our proposed offerings, Specifically, here are the main questions we've raised internally over the past week.

1. Related to Kory's question, what of the information provided thus far (and in the future if awarded this opportunity) will be made publicly available?
2. What does Axia do to qualify new opportunities before bringing them to a partner?
3. What are Axia's standard sales support practices and processes?
4. Does the partner have the right to refuse an opportunity?

Do you have availability during any of the time slots below? Appreciate your patience and help in further educating us, and looking forward to the conversation. Thank you!

-Dave

Times are in **Pacific / Arizona**

Tuesday, July 30
11:00am - 11:30am
3:00pm - 4:00pm

Wednesday, July 31
8:30am - 9:00am
12:30pm - 1:00pm
3:00pm - 4:00pm

Thursday, Aug 1
8:00am - 9:00am
10:30am - 11:30am
2:00pm - 4:00pm

Friday, Aug 2
9:00am - 10:30am
1:30pm - 2:00pm
2:30pm - 4:00pm

BUILT BY BOOKME

David Cox

dcox@ipllc.co
(801) 673-3623
www.integralpartnersllc.com

integral partners
A Xalient company

From: Kory Wilson <kwilson@ipllc.co>
Date: Monday, July 29, 2024 at 9:18 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>, ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>, Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Cc: Jacques Marine <jmarine@ipllc.co>, Scott Silver <ssilver@ipllc.co>, David Cox <dcox@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24

Chris and Ken,

Our CEO brought up a salient point on having a MNDA in place as we provide details on our methodology specific to our services offerings.

While the goal is to develop a public agreement, if we do not move beyond negotiation, how do we protect our IP for services methodology?

Attached is Xalient/Integral's MNDA for review.

Kory

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

integral partners
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From: David Cox <dcox@ipllc.co>
Sent: Friday, July 26, 2024 9:33 PM
To: Kory Wilson <kwilson@ipllc.co>; Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>; ken.heckman@axiacoop.org <ken.heckman@axiacoop.org> <ken.heckman@axiacoop.org>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Cc: Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24

Hi Chris, Tracy and Ken,

Per our discussion last week, we're adjusting our response to the RFP to include our specific methodologies and offerings across our identity security disciplines – Advisory, Privileged Access Management (PAM), Identity Governance & Administration (IGA), and Access Management.

Attached you'll find our response for Advisory and PAM services for your review, along with our client references. On Monday, we will provide the same for IGA and Access Management.

Also, our legal team returns on Monday, so we also expect to respond with contract red-lines asap next week.

Please let us know if you have any questions or feedback on the attached.

We appreciate this opportunity and your patience!

-Dave

VP of Professional Services

David Cox

dcox@ipllc.co
(801) 673-3623
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
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Cc: Jacques Marine <jmarine@ipllc.co>, Scott Silver <ssilver@ipllc.co>, David Cox <dcox@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24

Chris, Tracy and Ken,

We appreciate the time to clarify the objectives of the city of Tucson Identity RFP and Axia cooperative contracting objectives.

I wanted to let you know that Integral Partners will not be able to respond with a red-line contract document by Friday as our CFO and global head of legal are on vacation through the remainder of the week.

We will be able to provide foundational identity service templates for our work as well as references by the end of the week.

Best,

Kory

Kory Wilson

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415-421-1066
www.integralpartnersllc.com

integral partners
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Sent: Tuesday, July 16, 2024 9:38 AM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Received and forwarded, thank you.
chris

CITY OF TUCSON

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
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Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Sent for Thursday at 9 AM AZ/PDT.

Please forward internally, Chris.

Thanks.

Kory

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

integral partners
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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
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To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

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Thanks for selecting a time.

Would you mind sending out the meeting invite?

Thank you,
Chris

CITY OF TUCSON

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 15, 2024 4:01 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis

<jellis@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris - the best time for us would be 9 AM AZ/PDT on Thursday.

Do you want me to send the meeting invite?

Kory

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Monday, July 15, 2024 3:53 PM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Good afternoon,

Thanks for your patience, I just returned to the office today.

We can support a 45-minute meeting on either 9am AZ time on Thursday or 10am AZ time on Friday.

Please let me know which works best for your team.

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 15, 2024 3:34 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris - we do not want to be eliminated from consideration.

When might we have the technical clarification conversation so we can put an accurate estimate of required work together for the city?

Thanks,

Kory

Kory Wilson
VP Client Services, Co-Founder
415-421-1066
kwilson@ipllc.co

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
Sent: Wednesday, July 10, 2024 11:08 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Thank you Chris.

Kory

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Wednesday, July 10, 2024 9:47 AM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Good morning Kory,

I'm out of the office for a few days, but looking into your request and will respond soon.

Thanks,
Chris

Get Outlook for iOS

From: Kory Wilson <kwilson@ipllc.co>
Sent: Tuesday, July 9, 2024 2:18 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris,

Did you receive this?

Can this meeting be arranged?

Kory

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 8, 2024 3:49 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris,

I trust you had an enjoyable holiday weekend.

We are asking to schedule scoping and technical clarification conversation with key Tucson stakeholders to ensure we have a holistic and
thorough understanding of the city's environment and resources for program success.

Integral Partners PAM, financial, and Access leaders reviewed the city request for BAFO pricing as well as terms in the letters to negotiate and we have the following requests as they relate to the letter: (IP comments in BLUE)

I am happy to set up a short meeting or phone call with you go over our request, review objectives for the clarifications and ensure we create a productive meeting - *my direct cell phone is 650-346-4980.*

1. Axia Agreement No response to the Axia portion, please provide a response to the attached Axia Agreement.
As a specialized identity cybersecurity services provider, Integral Partners is pleased to work with City to establish consistent rates specific to our national clients and partners, but rates in such an agreement are compared to Integral Partners, not other identity consulting organizations. Pricing variations in consultant rates based on experience/tenure, certifications, industry experience, vendor training, geo location make it unrealistic for Integral Partners to match or compare our rates to other firms cost models.

2. Qualifications and Experience: K. References and Resumes The City is requesting References and Resumes.
100% able to provide the City with specific client references for similar work (PAM, Access, IGA, Identity Advisory) , technology (SAIL, CYBR, okta, MSFT, Beyond Trust), organizational complexity or use case - will need to clarify which specific work/interest has the most value for the City and will connect to the appropriate reference. Resumes would be provided based on required expertise (PAM, IGA, Advisory, Access, advisory, etc...)

3. Pricing The City is requesting clarification on Categories 2 for other than the hourly rates.
Integral Partners has an advanced process of scoping and estimating identity integration work based on multiple elements which are reflected by organizational maturity, resources, complexity, timelines, coordination and outcomes. We estimate all projects based on our formulas which identify every activity/deliverable then account for client risk. We can provide fixed bid pricing to any project and it will be based on our T&M projects estimates with a 20% mark up for fixed bid risk. Integral Partners has over a 90% performance of delivering T&M engagements on time and within budget.

4. Best and Final Pricing Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page"
Integral Partners would be pleased to fulfill this request for Privileged deployment, access and IGA, but needs to meet with City project leaders to clarify scope, phasing, resources, communication, change management and program timeline objectives. This can be accomplished by meeting with the key IT leaders for the specific program elements the City would like Integral Partners to compete. Given the city's multiple departments, varying identity requirement by department we would be recommending the City complete a identity specific strategy and roadmap engagement with vendor evaluation, process documentation and phased delivery prior to vendor technology deployment and integration. We can share dozens of examples where the strategy first approach dramatically improved client outcomes and reduced overall spend by as much as 40%.

Is it possible to coordinate the technical meeting with the City to address these items so we can deliver an accurate and competitive response?

Regards,

Kory

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Monday, July 1, 2024 10:57 AM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>
Subject: RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services - Response Extension to 7-12

CAUTION: This email originates from outside of Xalient

Good morning,

Your request has been approved.

Thanks,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 1, 2024 10:19 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services - Response Extension to 7-12

Good morning, Chris.

On behalf of Integral Partners, I look forward to continuing the dialogue with the City of Tucson

about potentially providing expert identity and cybersecurity services.

I would like to request an extension for our contract and pricing response from the current 7/8 deadline to Friday, July 12.

We have several key leaders out this week for the 4th of July holiday as well as extra demands on our financial team as they close out the recently completed quarter on a short work week.

Please acknowledge receipt and let me know if this response extension can be approved.

Best,

Kory

Kory Wilson
VP Client Services - Co-Founder
Kwilson@ipllc.co
415-421-1066

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Friday, June 28, 2024 9:30 AM
To: David Cox <dcox@ipllc.co>; Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

CAUTION: This email originates from outside of Xalient

Good morning,

Please find the attached Intent to Negotiate Letter and associated attachment(s), with a response due on Monday, July 8, 2024, by 2:00 p.m. Local Arizona time.

Please let me know if you have any questions.

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From:	David Cox
To:	Kory Wilson; Christopher Geoffroy; ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>; Tracy Garcia
Cc:	Jacques Marine; Scott Silver
Subject:	[EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24
Date:	Friday, July 26, 2024 9:38:54 PM
Attachments:	image001.png image002.png image003.png image004.png image005.png image006.png image007.png image076738.png image962004.png image712249.png image394770.png image933422.png image837616.png IPLLC - City of Tucson Offerings.pptx Integral Partners References for City of Tucson.docx

---

Hi Chris, Tracy and Ken,

Per our discussion last week, we're adjusting our response to the RFP to include our specific methodologies and offerings across our identity security disciplines – Advisory, Privileged Access Management (PAM), Identity Governance & Administration (IGA), and Access Management.

Attached you'll find our response for Advisory and PAM services for your review, along with our client references. On Monday, we will provide the same for IGA and Access Management.

Also, our legal team returns on Monday, so we also expect to respond with contract red-lines asap next week.

Please let us know if you have any questions or feedback on the attached.

We appreciate this opportunity and your patience!

-Dave

VP of Professional Services

David Cox

dcox@ipllc.co
(801) 673-3623
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
Date: Monday, July 22, 2024 at 1:28 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>, ken.heckman@axiacoop.org <ken.heckman@axiacoop.org>, Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Cc: Jacques Marine <jmarine@ipllc.co>, Scott Silver <ssilver@ipllc.co>, David Cox <dcox@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products - Axis Contract Review Legal Update 7-22-24

Chris, Tracy and Ken,

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I wanted to let you know that Integral Partners will not be able to respond with a red-line contract document by Friday as our CFO and global head of legal are on vacation through the remainder of the week.

We will be able to provide foundational identity service templates for our work as well as references by the end of the week.

Best,

Kory

Kory Wilson

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integral partners
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To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Received and forwarded, thank you.
chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

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Sent for Thursday at 9 AM AZ/PDT.

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Thanks.

Kory

Kory Wilson

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415-421-1066

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Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

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Thanks for selecting a time.

Would you mind sending out the meeting invite?

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

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Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services

- Clarification Meeting to Finalize Response 7-8-24

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Do you want me to send the meeting invite?

Kory

Kory Wilson

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www.integralpartnersllc.com

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Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: RE: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Good afternoon,

Thanks for your patience, I just returned to the office today.

We can support a 45-minute meeting on either 9am AZ time on Thursday or 10am AZ time on Friday.

Please let me know which works best for your team.

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 15, 2024 3:34 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris - we do not want to be eliminated from consideration.

When might we have the technical clarification conversation so we can put an accurate estimate of required work together for the city?

Thanks,

Kory

Kory Wilson
VP Client Services, Co-Founder
415-421-1066
kwilson@ipllc.co

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
Sent: Wednesday, July 10, 2024 11:08 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Thank you Chris.

Kory

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Wednesday, July 10, 2024 9:47 AM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

CAUTION: This email originates from outside of Xalient

Good morning Kory,

I'm out of the office for a few days, but looking into your request and will respond soon.

Thanks,
Chris

Get Outlook for iOS

From: Kory Wilson <kwilson@ipllc.co>
Sent: Tuesday, July 9, 2024 2:18 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>; Jason Ellis <jellis@ipllc.co>

Subject: [EXTERNAL] Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris,

Did you receive this?

Can this meeting be arranged?

Kory

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 8, 2024 3:49 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>; Jason Ellis <jellis@ipllc.co>
Subject: Re: City of Tucson RFP 240160 Cyber Security Products, Solutions, and Services - Clarification Meeting to Finalize Response 7-8-24

Chris,

I trust you had an enjoyable holiday weekend.

We are asking to schedule scoping and technical clarification conversation with key Tucson stakeholders to ensure we have a holistic and
thorough understanding of the city's environment and resources for program success.

Integral Partners PAM, financial, and Access leaders reviewed the city request for BAFO pricing as well as terms in the letters to negotiate and we have the following requests as they relate to the letter: (IP comments in BLUE)

I am happy to set up a short meeting or phone call with you go over our request, review objectives for the clarifications and ensure we create a productive meeting - *my direct cell phone is 650-346-4980.*

1. Axia Agreement No response to the Axia portion, please provide a response to the attached Axia Agreement.
As a specialized identity cybersecurity services provider, Integral Partners is pleased to work with City to establish consistent rates specific to our national clients and partners, but rates in such an agreement are compared to Integral Partners, not other identity consulting organizations. Pricing variations in consultant rates based on experience/tenure, certifications, industry experience, vendor training, geo location make it unrealistic for Integral Partners to match or compare our rates to other firms cost models.

2. Qualifications and Experience: K. References and Resumes The City is requesting References and Resumes.
100% able to provide the City with specific client references for similar work (PAM, Access, IGA, Identity Advisory) , technology (SAIL, CYBR, okta, MSFT, Beyond Trust), organizational complexity or use case - will need to clarify which specific work/interest has the most value for the City and will connect to the appropriate reference. Resumes would be provided based on required expertise (PAM, IGA, Advisory, Access, advisory, etc...)

3. Pricing The City is requesting clarification on Categories 2 for other than the hourly rates.
Integral Partners has an advanced process of scoping and estimating identity integration work based on multiple elements which are reflected by organizational maturity, resources, complexity, timelines, coordination and outcomes. We estimate all projects based on our formulas which identify every activity/deliverable then account for client risk. We can provide fixed bid pricing to any project and it will be based on our T&M projects estimates with a 20% mark up for fixed bid risk. Integral Partners has over a 90% performance of delivering T&M engagements on time and within budget.

4. Best and Final Pricing Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page"
Integral Partners would be pleased to fulfill this request for Privileged deployment, access and IGA, but needs to meet with City project leaders to clarify scope, phasing, resources, communication, change management and program timeline objectives. This can be accomplished by meeting with the key IT leaders for the specific program elements the City would like Integral Partners to compete. Given the city's multiple departments, varying identity requirement by department we would be recommending the City complete a identity specific strategy and roadmap engagement with vendor evaluation, process documentation and phased delivery prior to vendor technology deployment and integration. We can share dozens of examples where the strategy first approach dramatically improved client outcomes

and reduced overall spend by as much as 40%.

Is it possible to coordinate the technical meeting with the City to address these items so we can deliver an accurate and competitive response?

Regards,

Kory

From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Monday, July 1, 2024 10:57 AM
To: Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox <dcox@ipllc.co>
Subject: RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services - Response Extension to 7-12

CAUTION: This email originates from outside of Xalient

Good morning,

Your request has been approved.

Thanks,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

From: Kory Wilson <kwilson@ipllc.co>
Sent: Monday, July 1, 2024 10:19 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>; Jacques Marine <jmarine@ipllc.co>; Scott Silver <ssilver@ipllc.co>; David Cox <dcox@ipllc.co>; Brent Andrewsen <bandrewsen@ipllc.co>; David Cox

<dcox@ipllc.co>
Subject: [EXTERNAL] Re: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services - Response Extension to 7-12

Good morning, Chris.

On behalf of Integral Partners, I look forward to continuing the dialogue with the City of Tucson about potentially providing expert identity and cybersecurity services.

I would like to request an extension for our contract and pricing response from the current 7/8 deadline to Friday, July 12.

We have several key leaders out this week for the 4th of July holiday as well as extra demands on our financial team as they close out the recently completed quarter on a short work week.

Please acknowledge receipt and let me know if this response extension can be approved.

Best,

Kory

Kory Wilson
VP Client Services - Co-Founder
Kwilson@ipllc.co
415-421-1066

Kory Wilson

kwilson@ipllc.co
415-421-1066
www.integralpartnersllc.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Friday, June 28, 2024 9:30 AM
To: David Cox <dcox@ipllc.co>; Kory Wilson <kwilson@ipllc.co>
Cc: Tracy Garcia <Tracy.Garcia@tucsonaz.gov>

Subject: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

CAUTION: This email originates from outside of Xalient

Good morning,

Please find the attached Intent to Negotiate Letter and associated attachment(s), with a response due on Monday, July 8, 2024, by 2:00 p.m. Local Arizona time.

Please let me know if you have any questions.

Thank you,
Chris

Christopher Geoffroy
Contract Officer
Procurement Division
Business Services | **City of Tucson**
christopher.geoffroy@tucsonaz.gov
direct 520.837.4024

Integral Partners References for City of Tucson

(only available for Tucson Contact)

UC Davis Health – Rancho Cordova, CA

Curtis M Rodocker, GSEC, PMP
Cybersecurity IAM Program Manager
cmrodocker@ucdavis.edu
Work Contracted – Identity Advisory, Privileged Security Deployment, Identity Governance Deployment and Integration

Northwest Natural Gas Portland, OR

Keaton Beyer
Project Lead – Identity
keaton.beyer@nwnatural.com
Work Contracted – Identity Advisory, Identity Governance Deployment and Integration (SailPoint ISC)

Pacific Gas and Electric - SF, CA

Leslie DeAnda, CISSP, CISA
Senior Manager, Cybersecurity Services
leslie.deanda@pge.com
Work Contracted – Identity Governance Strategy, Integration and system replacement.

CITY OF TUCSON

4. City's Intent to Negotiate/BAFO Request

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

August 6, 2024

Kory Wilson
Integral Partners LLC
1434 Spruce Suite 100
Boulder, CO 80302
Sent Via Email: kwilson@ipllc.com

Re: City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services, Notice of Intent to Negotiate

Dear Kory Wilson:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 240160, CyberSecurity Products, Solutions, and Services. The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. **Instructions to Offeror: D.7. Payment Discounts**
   The offeror is not required to offer early payment discounts.

2. **Instructions to Offeror: D.16. Business Licenses**
   In order to be eligible for award of contract, the offeror must obtain a City of Tucson Business License to do business with the City of Tucson.

3. **Offer Evaluation and Contract Award: E.5.B. Payment Discounts**
   The offeror is not required to offer early payment discounts.

4. **Special Terms and Conditions: G.5. Price Adjustment**
   The City does allow for annual price adjustments, with proper justification, on longer term contracts. Please provide language that you wish to include in the contract so we may review.

5. **Standard Terms and Conditions: I.20. Indemnification**
   The City agrees to the limitation, with the exception of "gross negligence and willful misconduct" and proposes the following language:
   To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

agents, from and against all (a) ~~gross negligence or willful misconduct, (b)~~ breach of confidentiality, (~~c~~b) infringement of third party intellectual property rights, or (~~d~~c) violation of applicable laws.
Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

6. **Standard Terms and Conditions: I.21. Intellectual Property**
   The City agrees to the modification, but please provide the language you wish to include in the contract so that the City may review.

7. **Standard Terms and Conditions: I.23. Inspection and Acceptance**
   The City agrees to the language with the following revisions:
   All Services and Deliverables submitted by Integral Partners will conform with the requirements and specifications in this SOW or as otherwise agreed to in writing by the Parties (the "Acceptance Criteria"). Client will have Fifteen (15) business days to review each Service or Deliverable following submission by Integral Partners (the "Review Period") to determine whether such Service or Deliverable conforms to the Acceptance Criteria. Client and Integral Partners may mutually agree in writing to extend the Review Period if necessary. Client may reject any Service or Deliverable that fails to conform to the Acceptance Criteria by notifying Integral Partners in writing by the end of the Review Period how such Service or Deliverable fails to conform ~~and how such Service or Deliverable may be modified to conform~~ (a "Rejection Notice"). Following receipt of a Rejection Notice, Integral Partners will promptly meet and confer with Client to review and modify such Service or Deliverable to conform to the Acceptance Criteria and then resubmit such Service or Deliverable to Client for Review subject to the provisions of this paragraph. Client may accept any Service or Deliverable by providing written notice to Integral Partners of its acceptance by the end of the Review Period (a "Acceptance Notice"). If Client fails to provide Integral Partners either an Acceptance Notice or Rejection Notice by the end of the Review Period, then such Service or Deliverable will be deemed accepted at the end of the Review Period. If Integral Partners fails to submit a Service or Deliverable that conforms to the Acceptance Criteria, then Client may terminate this SOW immediately in writing to Integral Partners without limiting any other rights or remedies it may have in equity or in law.

8. **Standard Terms and Conditions: I.28. Payment**
   The City prefers to leave the language as stated as it is just a preferred method and not required, but the City has the option of paying via ACH. The City does not agree with the imposed late charges.

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

9. **Standard Terms and Conditions: I.37. Acceptance**
   See response to Item #7 (Standard Terms and Conditions: I.23. Inspection and Acceptance)

10. **Qualifications and Experience: K. References and Resumes**
    The City is requesting Resumes.

11. **Pricing**
    The City is requesting clarification on Categories 2 for other than the hourly rates.

12. **Best and Final Pricing**
    Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page".

This Notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Please submit a written response via e-mail to christopher.geoffroy@tucsonaz.gov on or before Wednesday, August 7, 2024, at 3:00 p.m. Local Arizona Time. Please contact me via e-mail or at (520) 837-4024 with questions regarding the items above.

Sincerely,

Christopher Geoffroy
Contract Officer

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

June 27, 2024

Kory Wilson
Integral Partners LLC
1434 Spruce Suite 100
Boulder, CO 80302
Sent Via Email: kwilson@ipllc.com

Re: City of Tucson, RFP #240160, CyberSecurity Products, Solutions, and Services, Notice of Intent to Negotiate

Dear Kory Wilson:

The City of Tucson is in receipt of your proposal submitted in response to Request for Proposal No. 240160, CyberSecurity Products, Solutions, and Services. The City of Tucson has completed the evaluation of submittals received in response to the subject solicitation. Based upon the recommendation of the evaluation committee, the City is inviting your firm to enter negotiations. Specifically, the City requests the following:

1. **Axia Agreement**
   No response to the Axia portion, please provide a response to the attached Axia Agreement.

2. **Qualifications and Experience: K. References and Resumes**
   The City is requesting References and Resumes.

3. **Pricing**
   The City is requesting clarification on Categories 2 for other than the hourly rates.

4. **Best and Final Pricing**
   Please provide your best and final pricing offer to the City on the attached "Best and Final Offer Price Page".

This Notice of Intent to Negotiate is not intent to award a contract and does not establish a contractual relationship between the firm and the City. In the event that the City is not able to negotiate a satisfactory contract with the firm, the City will terminate negotiations.

Christopher Geoffroy
Contract Officer
(520) 837-4024
christopher.geoffroy@tucsonaz.gov

Please submit a written response via e-mail to christopher.geoffroy@tucsonaz.gov on or before Monday, July 8, 2024, at 2:00 p.m. Local Arizona Time. Please contact me via e-mail or at (520) 837-4024 with questions regarding the items above.

Sincerely,

Christopher Geoffroy
Contract Officer

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
BAFO PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlited in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information
Endpoints: 5,000
Users: 5,000
Network Devices: 300
Firewalls: 10
Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	$ -		$ -
Annual Maintenance For PAM Solution	$ -		$ -
Passwordless Authentication Solution	$ -		$ -
Annual Maintenance For Passwordless Authentication Solution	$ -		$ -
Adaptive Access Controls Solution	$ -		$ -
Annual Maintenance For Adaptive Access Controls	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
IAM Solutions Consulting Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

CITY OF TUCSON

5. Vendor's Response to RFP 240160

integral partners



CITY OF TUCSON

Integral Partners Portfolio of Offerings

Overview, Approach, and Offerings

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Agenda of Topics

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- Time & Materials Rate Schedule
- Context map of IAM within Cyber Security
- Advisory Services
- Privileged Access Management Services
- Identity Governance & Administration Services
- Access Management Services

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Time & Materials Rate Schedule

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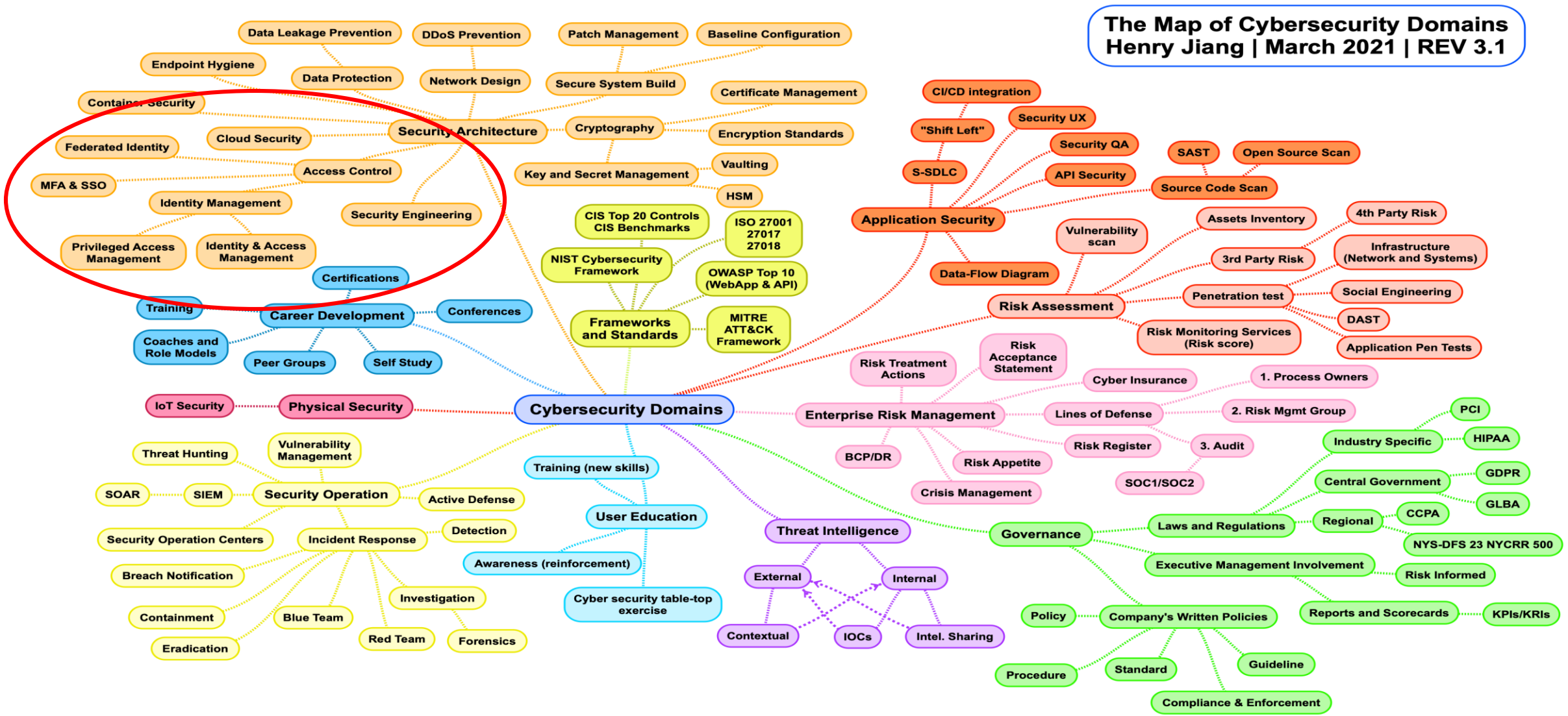
- Below is our rate schedule for custom T&M-based projects scoped and priced outside the fixed-fee service offerings defined herein.

Resource Role	Hourly Rate
Director	$320
Sr. Manager / Sr. Architect	$290
Manager / Architect	$260
Sr. Consultant	$230
Consultant	$200

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Key Cyber-Security Domains ~ Integral's Focus

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Advisory Services

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Our Advisory Framework

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- Our four-phased Advisory Framework strategically guides organizations through a structured journey culminating in recommendations and a 1 to 3-year road map.
- Aiding in the understanding, refining, and enhancing organizational capabilities, leading to informed decision-making, risk mitigation, and sustainable growth aligned with organizational objectives.

Assessment & Discovery

Understand Organizational Landscape

Identify Stakeholders to Interview or other sources of information needed

Capture Initial Requirements

Current State Maturity

Assess Current State

Assess Maturity

Identify Use Cases and Areas of Improvement

Risk and Requirements for IAM

Future State

Develop Actionable recommendations based on future maturity goals

Provide a 1-year roadmap for achieving the future state

Provide guidance on operational support and options

Strategy & Planning

Develop a high-level plan milestone schedule for achievable wins

Help With Alignment and Stakeholder Buy-in

Socialize the plan as needed, and support efforts to get adoption and buy-in to the work

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IAM Blind Spots We Navigate Through

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IAM Technology

A successful IAM program involves much more than one or more technologies (IGA, PAM, AM…).

.

Project Model Blind Spots

Business Process and People

- Leadership buy-in
- Program funding & support
- Program guidance (steering)
- Stakeholder buy-in
- Organizational support to adopt the roadmap
- Top to bottom understanding of IAM and why it's important

IAM Policy and Process

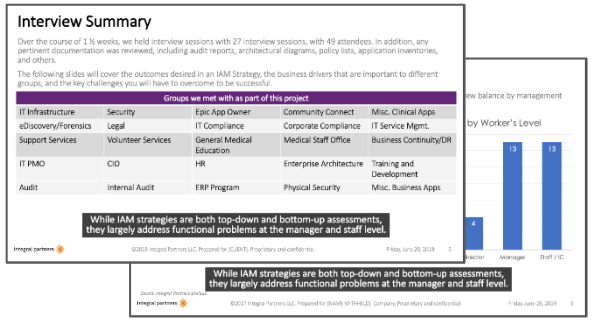
- Defined policy is set and followed
- Defined process is established and followed
- Defined goals are defined by leadership and the program is designed to meet them

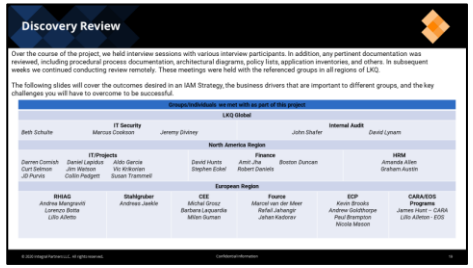


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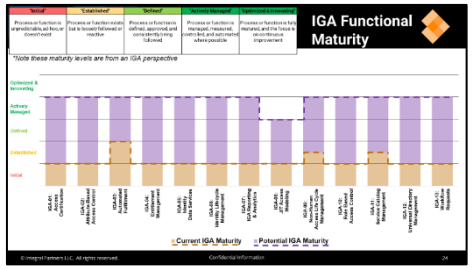
Important Outputs to Guide Your Way

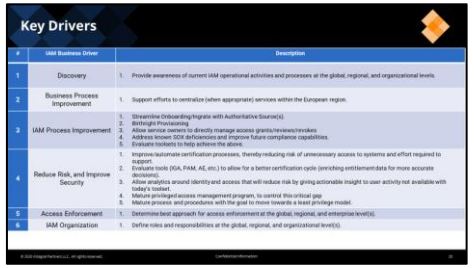
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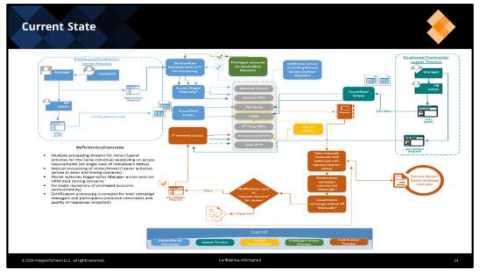




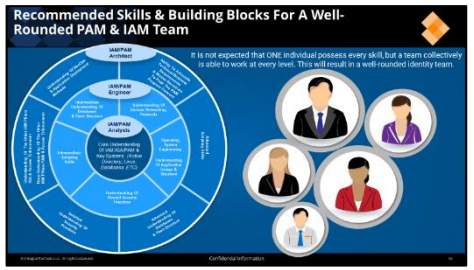
Discovery
Full discovery across IT and business

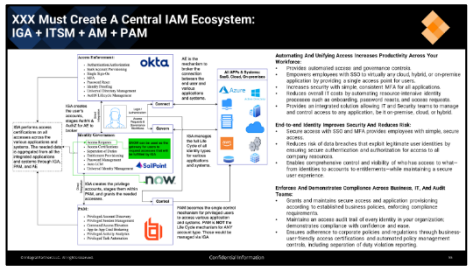


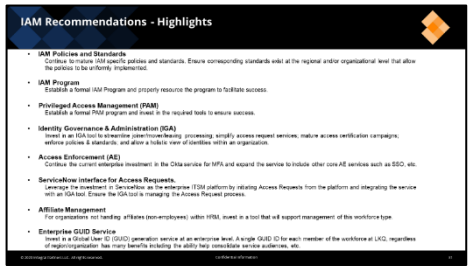




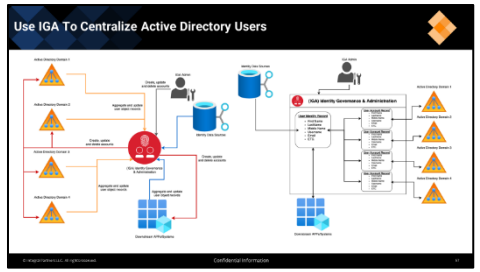
Current State
Current state of maturity, gaps, processes and technologies

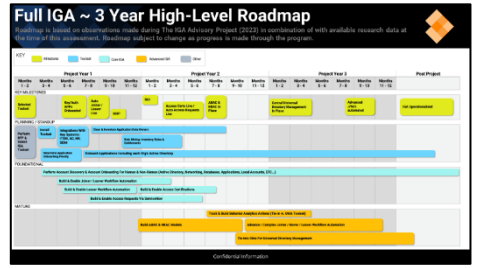






Future State
Future state plan to close gaps and implement capabilities





Present/Socialize
A roadmap to guide the implementation projects within the program

Specific guidance on operationalizing IAM, and the long-term plan

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INTEGRAL PRACTICES

Advisory Offerings Overview

Leverage our 20+ years of IAM experience to choose the right tools, processes, and investments for your industry.

IAM Vendor Selection
Thorough, vendor-agnostic advice so you choose the right solution

Identity Recharge & Modernization
Stay secure against current threats and meets business goals

Interim IAM Director
Leverage our experience to fill the most important Identity security role…

Zero Trust Guidance
We can help you learn about, plan, and implement a Zero Trust strategy

ADVISORY EXPERTISE INCLUDES:

SailPoint · SAVIYNT · okta · BeyondTrust · CYBERARK · Delinea · SecZetta · SECUREAUTH · PingIdentity

SAMPLE ADVISORY CUSTOMERS

Laitram

Planning and Building Laitram's IGA Program

We developed a roadmap that outlined a road to success, then implemented…

Wegmans · THE UNIVERSITY OF CHICAGO · moderna · Advisor360° · Laitram · snhu · LKQ · PURE STORAGE · Biogen · NERC NORTH AMERICAN ELECTRIC RELIABILITY CORPORATION · Lurie Children's Primary Care Town & Country Pediatrics · TRONOX

Advisory Offerings Defined

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- The Full IAM Advisory is the most typical engagement we are asked to assist with
- However, we also deliver significant focuses or customized advisories based on client need

Full IAM Advisory

- Identity Governance & Administration (IGA)
- Access Management (AM)
- Privileged Access Management (PAM)
- Zero Trust (ZT)

Maturity analysis
Current and Future State IAM Road Map
Vendor recommendations
Operational Support
Business enablement opportunities

Focused Advisory

- Deep dive in a specific area
- PAM, IGA, or AM focus

Specific Technology Guidance:

Maturity analysis
Current and Future State IAM Road Map
Vendor recommendations
Operational Support
Business enablement opportunities

Custom Advisory

- Guidance on specific IAM areas where help is needed

RBAC
IAM Governance
IAM Program Management
IAM Policy
Zero Trust
Cloud Infrastructure Entitlements Management (CIEM)
Customer IAM (CIAM)
Identity Director as a Service
Advisory refresh/recharge

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Deliverables by Advisory Offering

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Advisory Type	Current State	Current Maturity	Future State	Road Map	Vendor Recommen-dations and Cost Estimates	Support Options	Best Practices Document	Material for presentations for different audiences
Full Advisory	IGA, PAM, AM, Program Guidance	IGA, PAM, AM, Program Governance	IGA, PAM, AM, Program Governance	IGA, PAM, AM, Program	For all IAM areas under review	Team needed, MSP options	Vetted across industry and regulation	IT, non-IT, Leadership
Focused Advisory	Single area focus (IGA or PAM or AM, etc.)	Single area focus	Single area focus	Single area focus	If needed	If needed	Single area focused	IT, non-IT, Leadership
Custom Advisory	Various IAM related areas	Custom area focused	Custom area focused	Custom area focused	As needed	As needed	As needed	IT, non-IT, Leadership

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Advisory Offerings Pricing

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Our Advisory pricing is based upon typical duration and deliverables we provide. Advisory sizes are driven by a number of factors:

- Population Size
- Complexity of current IAM
- Complexity of environment
- Deliverables sought

Note: while these metrics can determine sizing of the effort, it is often the case that one metric is not solely driving the level of effort, meaning that the organization may have a small population, but significant IAM or IT complexity.

Advisory Type	Small (~4-6 weeks)	Medium (~6-8 weeks)	Large (~8-10 weeks)	X-Large (~10-12 weeks)
Full Advisory	$70,000	$100,000	$125,000	$150,000
Focused Advisory	$50,000	$80,000	$100,000	$125,000
Custom Advisory	$50,000	$80,000	$100,000	$150,000
Typical Duration	4 - 6 weeks	6 - 8 weeks	8 - 10 weeks	10-12 weeks

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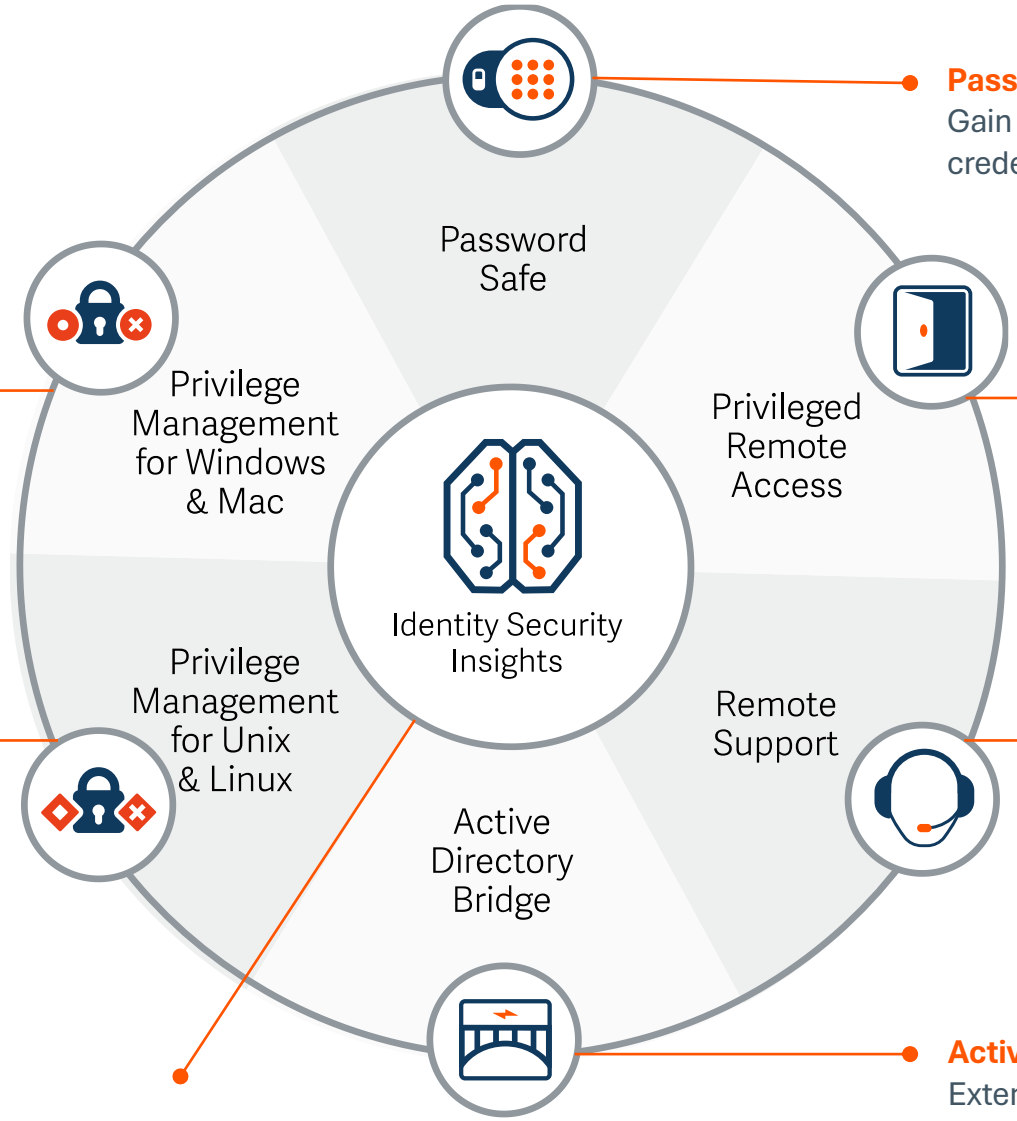
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Privileged Access Management Services

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BeyondTrust

Platform



Password Safe
Gain visibility and control of privileged credentials and secrets

Privilege Management for Windows & Mac
Enforce least privilege and control applications

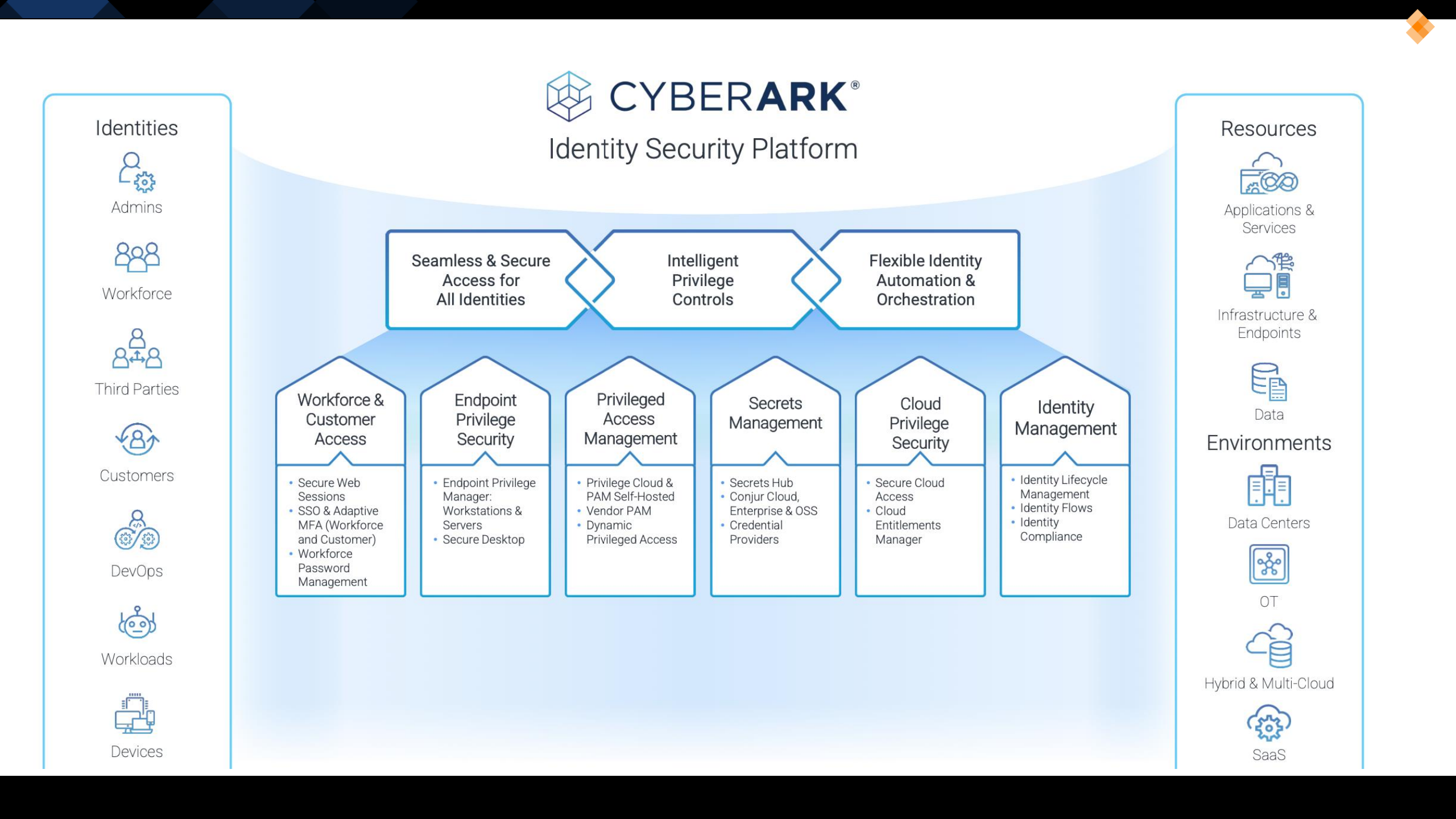
Privileged Remote Access
Manage and audit employee and vendor remote access

Privilege Management for Unix & Linux
Implement unmatched privilege access security

Remote Support
Securely access and support any device or system in the world

Identity Security Insights
Gain one holistic view of identities and access across your IT estate from a single interface

Active Directory Bridge
Extend and manage Unix/Linux authentication and group policies


CYBERARK®
Identity Security Platform
Identities
Admins
Workforce
Third Parties
Customers
DevOps
Workloads
Devices
Seamless & Secure Access for All Identities
Intelligent Privilege Controls
Flexible Identity Automation & Orchestration
Workforce & Customer Access
• Secure Web Sessions
• SSO & Adaptive MFA (Workforce and Customer)
• Workforce Password Management
Endpoint Privilege Security
• Endpoint Privilege Manager: Workstations & Servers
• Secure Desktop
Privileged Access Management
• Privilege Cloud & PAM Self-Hosted
• Vendor PAM
• Dynamic Privileged Access
Secrets Management
• Secrets Hub
• Conjur Cloud, Enterprise & OSS
• Credential Providers
Cloud Privilege Security
• Secure Cloud Access
• Cloud Entitlements Manager
Identity Management
• Identity Lifecycle Management
• Identity Flows
• Identity Compliance
Resources
Applications & Services
Infrastructure & Endpoints
Data
Environments
Data Centers
OT
Hybrid & Multi-Cloud
SaaS

INTEGRAL PRACTICES

PAM Offerings Overview

Our PAM Offerings Protect Your Organization's Highest-Risk Accounts

Address compliance violations, privacy breaches, fraud, and the threat of compromised accounts.

Core Privileged Access Management

Implement traditional vaulting, credential rotation, and session management

Vendor Privileged Access Management

Securely enable VPN-free vendor access to privileged accounts & systems

Endpoint Privilege Management

Protect endpoints through least privilege controls, pragmatic application control, and administrator credential protection

CYBERARK

AWARD WINNER
2-time CyberArk Partner of the Year

BeyondTrust STAR PARTNER 2024

AWARD WINNER
America's 2024 Customer Outcome Partner of the Year

PAM CUSTOMERS

UC DAVIS HEALTH

Ann & Robert H. Lurie Children's Hospital of Chicago

BCG BOSTON CONSULTING GROUP

FHLBANKS A NATION OF LOCAL LENDERS

THE UNIVERSITY OF CHICAGO

MGM RESORTS INTERNATIONAL

Core PAM Desired Outcomes

- Gain **visibility** of Admin account privileges and DevOps secrets across the estate
- Automate repeatable **privileged tasks** that increase risk
- Enable **frictionless access** to privileged credentials and secrets
- Empower users with **easy-to-use** customization tools
- Meet and prove **compliance** with increasingly complex regulations
- Leverage **deployment** flexibility

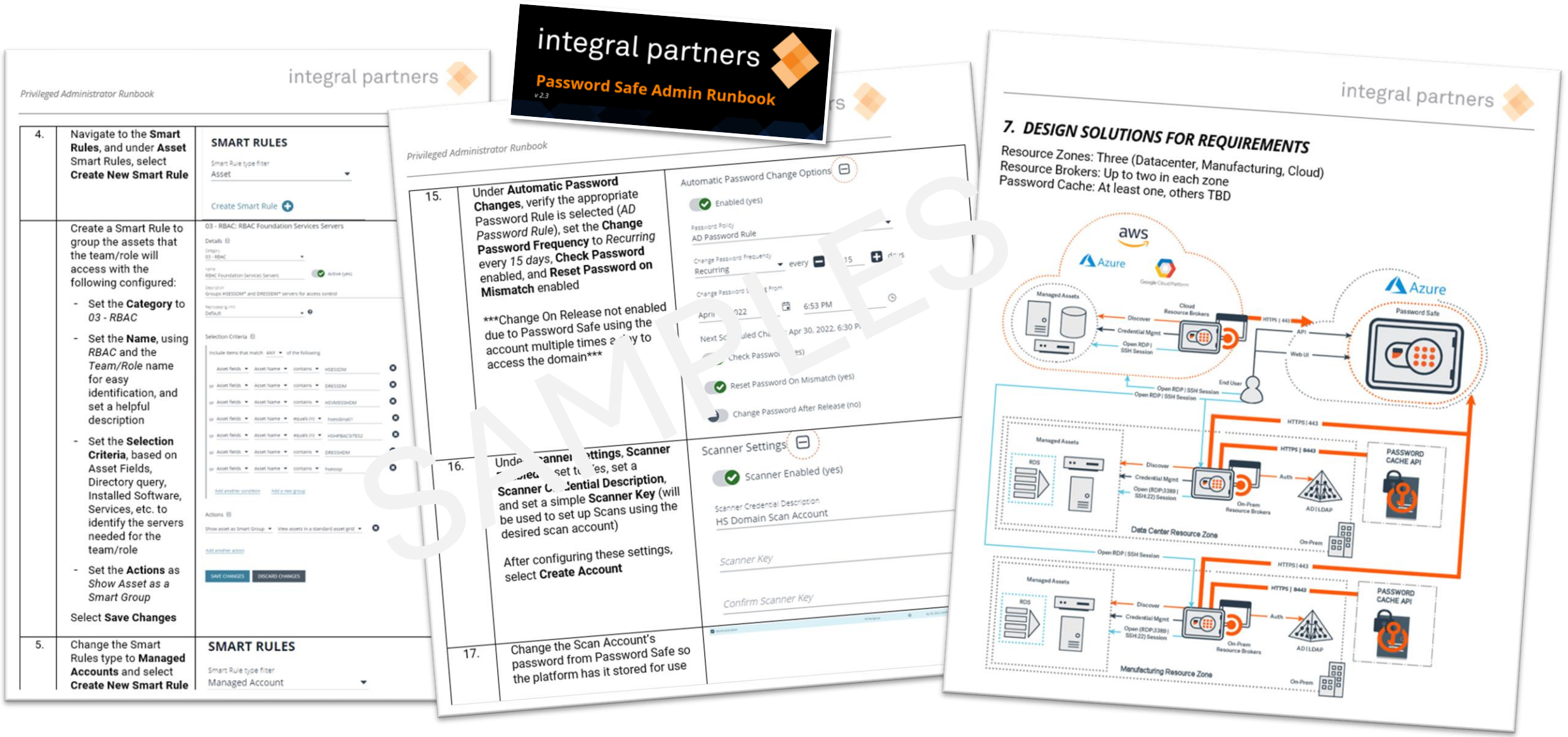
EPM Desired Outcomes

- **Enforce least privilege** dynamically with just-in-time privilege elevation
- Centrally manage **zero trust security controls** to protect against external and internal threats
- **Achieve compliance** and meet **cyber insurance requirements**
- **Reduce attack surface** to protect against malware, ransomware, and identity-based attacks
- Reduce **IT workload** and enhance **operational efficiency**
- Deploy **quickly and easily**, for fast **time-to-value**

Vendor PAM Desired Outcomes

- Create **VPN-less**, secure, granular access for users to technical resources
- Provide simple, fast, and **secure remote access** for vendors and third-parties
- Empower developers and technical staff to **securely access cloud resources**
- Gain **full oversight** of all access session activity and capture detailed session data
- Meet and easily **prove compliance** with increasingly complex industry regulations

Comprehensive Documentation



Core PAM in the Cloud Deployment Options

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Deployment Size	Small	Medium	Large
Internal Network and On-premises Connector Servers			
Independent Network Zones	1	2	4
Connector Servers	2	4	8
Privileged Account Management			
Asset Import from Active Directory or Address Group with Supported Scan Methodology	2500	5000	7500
Automated Password, SSH Management per Account, RDP & SSH Session Management per OS, Retrieve password for database account management	2	5	10
Remote Application Session Management per Application [1]		2	5
Define Access Policy, Password Complexity, per OS	1	3	5
Role Based Access Controls and Grouping per Use Case			
Desired number of completed onboarding use cases, from Common Use Case list	5	10	13
Number of sets of Smart Groups for Assets, Managed Systems and Managed Accounts or Safes	5	10	15
Number of User Groups with Roles assigned	5	10	15
Features Configured			
AD Integration count for User Security Group, Computer and Account Discovery, or LDAP integration per Domain	1	2	5
MFA (RADIUS or TOTP) integration (1 Provider)	Yes		
MFA (RADIUS or TOTP or SAML or Smart Card) integration (1 Provider)		Yes	Yes
Configured Syslog/SIEM connector from available built-in connectors		1	2
SSO (SAML2.0) or ITSM Integration from available connectors (choose one)[2]		Yes	Yes
Create custom platform connector(s) for SSH Sessions		1	3
Hardware Security Module integration (for supported HSM)			Yes
Assist (Knowledge Transfer) with script development for Remote Applications on existing RDS			Yes
Knowledge Transfer			
Provide knowledge transfer for daily maintenance of the system	Yes	Yes	Yes
Runbook provided	Yes	Yes	Yes

1 - Requires specific prerequisites in place prior to being able to implement this task
2 - Some connectors may require additional licensing

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Core PAM on-premises Deployment Options

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Deployment Size	Small	Medium	Large
Project Kickoff Workshop	Yes	Yes	Yes
Infrastructure and High Availability			
Appliances	Up to 2	Up to 4	Up to 9
Active/Passive or Active/Active	Yes	Yes	Yes
Privileged Account Management			
Asset Import from Active Directory or Address Group with Supported Scan Methodology	2500	5000	7500
Automated Password, SSH Management per Account, RDP & SSH Session Management per OS, Retrieve password for database account management	2	5	10
Remote Application Session Management per Application [1]		2	5
Define Access Policy, Password Complexity, per OS	1	3	5
Role Based Access Controls and Grouping per Password Safe Use Case			
Desired number of completed Use cases, from Common Use Case list	5	10	13
Number of sets of Smart Groups for Assets, Managed Systems and Managed Accounts or Safes	5	10	15
Number of User Groups with Password Safe Roles assigned to Smart Groups	5	10	15
Features Configured			
AD Integration count for User Security Group, Computer and Account Discovery, or LDAP integration per Domain	1	2	5
MFA (RADIUS or TOTP) integration (1 Provider)	Yes		
MFA (RADIUS or TOTP or SAML or Smart Card) integration (1 Provider)		Yes	Yes
Configured Syslog/SIEM connector from available built-in connectors		1	2
SSO (SAML2.0) or ITSM Integration from available connectors (choose one)[2]		Yes	Yes
Create custom platform connector(s) for SSH Sessions		1	3
Hardware Security Module integration (for supported HSM)			Yes
Assist (Knowledge Transfer) with script development for Remote Applications on existing RDS			Yes
Knowledge Transfer			
Provide knowledge transfer for daily maintenance of the system	Yes	Yes	Yes
Runbook provided	Yes	Yes	Yes

1 - Requires specific prerequisites in place prior to being able to implement this task

2 - Some connectors may require additional licensing

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Core PAM Common Use Cases

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Use Case	Description	Small	Medium	Large
1	Rotate password and proxy RDP session - Local Windows Administrator to Windows Server	Yes	Yes	Yes
2	Rotate password and proxy SSH session - Local root/privileged account to Linux/ Unix server	Yes	Yes	Yes
3	Rotate password and proxy SSH session - Local Administrator to Network device	Yes	Yes	Yes
4	Rotate password and proxy RDP session - Active Directory Windows Administrator to Windows Server	Yes	Yes	Yes
5	Rotate password and proxy SSH session - Active Directory Administrator to Linux/ Unix server - requires established Active Directory bridge	Yes	Yes	Yes
6	Rotate password and proxy SSH session - Active Directory Administrator to Network device - requires established Active Directory bridge	Yes	Yes	Yes
7	Rotate and RDP - Dedicated Active Directory Administrator to Windows Server - ensure only the individual can see their administrator account - requires naming convention to match with suffix or prefix	Yes	Yes	Yes
8	Rotate and Retrieve Password - Local Database Administrator on Database	Yes	Yes	Yes
9	Rotate SSH Key and proxy SSH session - Local Administrator with Password and/or SSH Key to Linux/Unix server	Yes	Yes	Yes
10	Rotate SSH Key and proxy SSH session - Local Administrator with Password and/or SSH Key to Network device	Yes	Yes	Yes
11	Rotate password on Windows Services or Scheduled Tasks - Windows Administrator on Windows Server with Service using account as “log on as”		Yes	Yes
12	Retrieve Password - Administrator on Cloud platform			Yes
13	Application Session - Managed local or Active Directory Administrator account - requires established script and vendor-supported configuration			Yes

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End-Point Privilege Mgmt. Deployment Options

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Deployment Size	Small	Medium	Large
Project Kickoff Workshop	Yes	Yes	Yes
Configure User Authentication			
Active Directory (LDAP)	Yes	Yes	Yes
MFA (RADIUS)	Yes	Yes	Yes
SSO (SAML2.0)		Yes	Yes
Azure AD (if supported by vendor)	Yes	Yes	Yes
Features & Functionality			
Install Endpoint Privilege Management Solution	Yes	Yes	Yes
Install Enterprise Reporting & Configuration of Event Collection (for applicable products)	Yes	Yes	Yes
Implement vendor-specific quick start policy configuration (if available) tailored to organizational requirements	Yes	Yes	Yes
Exception Handling			
Popup Form	Yes	Yes	Yes
ServiceNow Integration		Yes	Yes
Guidance on best practices for end-user communications	Yes	Yes	Yes
SIEM Integration (supported platforms)		Yes	Yes
Advice and assistance during Pilot deployment and Roll-out			
Four Deployment Progress Reviews (up to 1,000 Windows Desktops)	Yes		
Eight Deployment Progress Reviews (up to 4,000 Windows/Mac Desktops)		Yes	
Twelve Deployment Progress Reviews (up to 10,000 Windows/Mac and Servers) [1]			Yes
Knowledge Transfer & Training			
Provide Knowledge Transfer for daily maintenance of the system	Yes	Yes	Yes
Runbook provided	Yes	Yes	Yes
Appliance Deployments			
Deploy Appliances (up to)	1	2	3

1 - May require additional licensing

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Vendor PAM Deployment Options

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Deployment Size	Small	Medium	Large
Appliance Deployment			
Cloud	Yes	Yes	Yes
On-Premises (number of appliances)	1	2	3-6
Failover Configured and Tested		Yes	Yes
User Authentication			
Local, LDAP, Active Directory, or SAML	Yes	Yes	Yes
MFA via SAML	Yes	Yes	Yes
MFA via Kerberos / RADIUS / Smart Card (1 Provider)		Yes	Yes
Technical Use Cases			
Session/recording archival	Yes	Yes	Yes
Vault Credential Injection (5 Endpoints and 5 Credentials) for supported configurations		Yes	Yes
Teams Configured			
Teams Configured (up to)	5	10	15
Client Deployment			
Access Consoles Manually Deployed	5	5	5
Access Console Mass Deployment - Advised	Yes	Yes	Yes
Endpoints Manually Deployed (per team/vendor)	5	5	5
Endpoint Mass Deployment - Advised	Yes	Yes	Yes
Knowledge Transfer			
Provide knowledge transfer for daily maintenance of the system	Yes	Yes	Yes
Runbook provided	Yes	Yes	Yes

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PAM Offerings Pricing

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	Small	Medium	Large
Core PAM *Cloud or On-premises CyberArk or BeyondTrust*	Up to 2,500 assets Up to 5 use cases **$20,000 Cloud** **$30,000 On-Prem**	Up to 5,000 assets Up to 10 use cases **$35,000 Cloud** **$45,000 On-Prem**	Up to 7,500 assets Up to 13 use cases **$55,000 Cloud** **$65,000 On-Prem**
EPM *Cloud Only CyberArk or BeyondTrust*	Up to 1,000 Windows Desktops **$18,000**	Up to 4,000 Win/Mac Desktops **$25,000**	Up to 10,000 Win/Mac Desktops and Win Servers **$35,000**
Vendor PAM *Cloud or On-premises (same pricing) CyberArk or BeyondTrust*	Up to 5 teams/vendors **$10,000**	Up to 10 teams/vendors **$20,000**	Up to 20 teams/vendors **$30,000**

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Identity Governance & Administration Services

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IGA Implementation Approach

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Analysis, Design, and Planning

- Conduct Workshops
- Validate Current State
- Define Desired End State
- Identify Steps in Plan

Implementation

- Stand Up Platform
- Create Identities
- Integrate Key Applications
- Automate Lifecycle Management

Embed and Support

- Identify Ongoing Managed Support Needs
- Define Opportunities for Continuous Improvement

Continuous Improvement

- Plan Remaining Scope
- Create Release Approach and Schedule

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IGA Offerings Overview

Our IGA offerings provide a strong foundation and quick time to value

Accelerate your path to increased productivity and security through life-cycle automation and governance.

Phase 0

Provides expert IGA consultant input into business requirements, stakeholder identification and management, communication strategy, guidance on application onboarding, and project plan for implementation

Role Governance

Training on what Role Based Access Control (RBAC) is, role definition/identification, and applying role governance to set a strong foundation for Identity Governance and Administration

Expert Overlay

Provides expert guidance in areas such as setting a clear strategy for IGA implementation and continuous improvement, stakeholder management, best practices, as well as go-live support during and after deployment

SailPoint ISC Quickstart

Modular offering with choices for Identity Lifecycle deployment or certifications, as well as add-on options. Offers accelerated value of the ISC platform in a brief amount of time through initial configuration, onboarding of target applications, testing, and go-live support during and after deployment.

Saviynt Workday Quickstart

Delivers rapid implementation of Workforce to AD account creation or disablement processes, enhanced security, improved compliance, and accelerated user onboarding/offboarding.

SailPoint Delivery Admiral Global Software 2022

SailPoint Delivery Admiral Global SaaS 2022

AWARD WINNER
6-time SailPoint Admiral Partner Winner

Saviynt

9-year Saviynt Strategic Partner

IGA CUSTOMERS

Ann & Robert H. Lurie Children's Hospital of Chicago

UC DAVIS HEALTH

Southern New Hampshire University

FHLBANKS A NATION OF LOCAL LENDERS

PG&E Pacific Gas and Electric Company

Nuvance Health

EMC INSURANCE

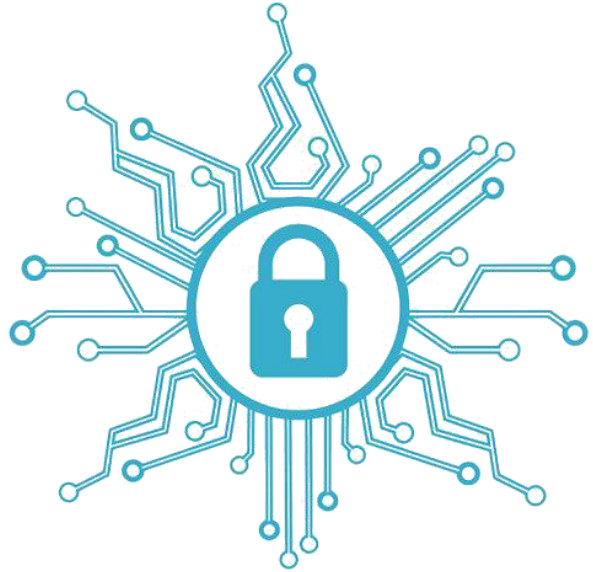
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F&G ANNUITIES & LIFE

Phase 0 Engagement Offering

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- Phase 0 Discovery meetings
- Review Core applications
  - HR authoritative source
  - Active Director
  - Azure AD
- Facilitate requirements meetings with the core application teams
- Evaluate those requirements against IGA solution features and functions
- Conduct discovery sessions to determine external costs/resources
- Identify key stakeholders, change agents and/or proponents
- Develop an overall communications plan/strategy
- Develop an effort estimate to effectively communicate time and resources from the core application teams as well as outcomes of that commitment
- Develop high level requirements to be shared with the client
- Initiate discussions of what will be/should be prioritized for each phase of the IGA Implementation to help create a phase 1 implementation project plan
- Timeline is ~5 weeks

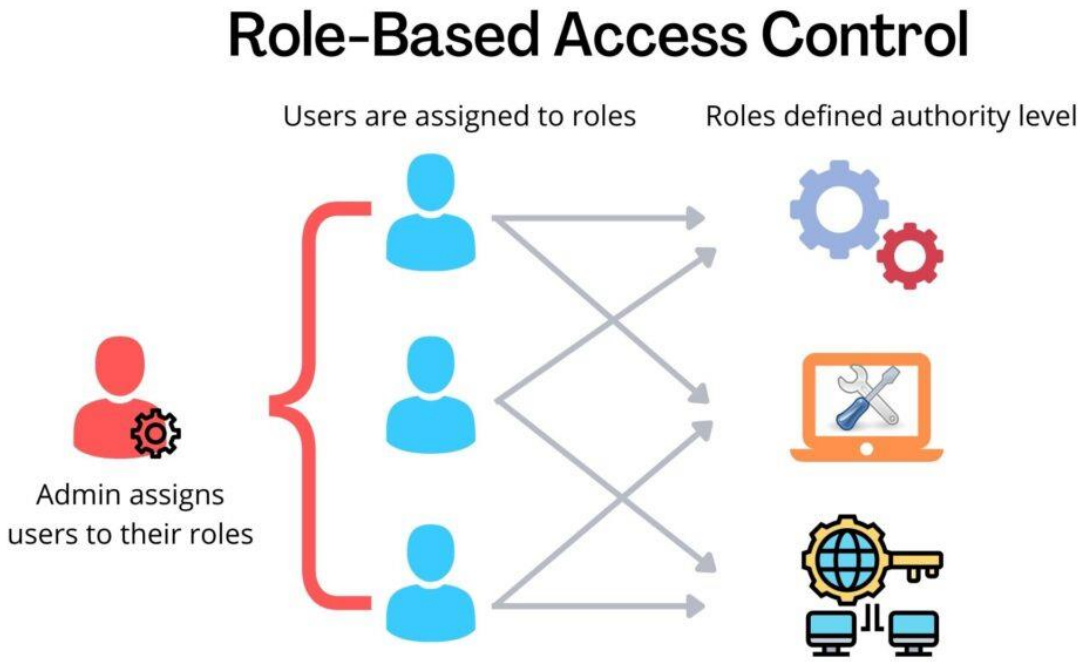


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Role Governance Offering

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- Provide the information needed for your organization to plan, execute, and maintain a Role Based Access Control program
- Training focuses on SailPoint ISC as the selected identity governance solution
- Course content
- Introduction to RBAC (Role Base Access Control)
- Role Discovery
- Role Governance
- Examples of Role Governance Committee Charter and Framework
- Timeline is 3 weeks



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IGA Expert Overlay Offering

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- Provides expert guidance in stakeholder engagement and internal team communications and management
- Follows best practices in all aspects of IGA functionalities
- Assists in-house team in developing technical capabilities and knowledge of IGA
- Delivers the following key IGA program elements:
- Clear Objectives and Strategy
- Identify Executive Support and Stakeholder Involvement
- Comprehensive Assessment and Planning
- User Lifecycle Management
- Policy Enforcement and Compliance
- Role-Based Access Control (RBAC)
- Reporting and Assessments
- User Education
- Regular Package Assessment and Reviews
- Timeline is ~1 year

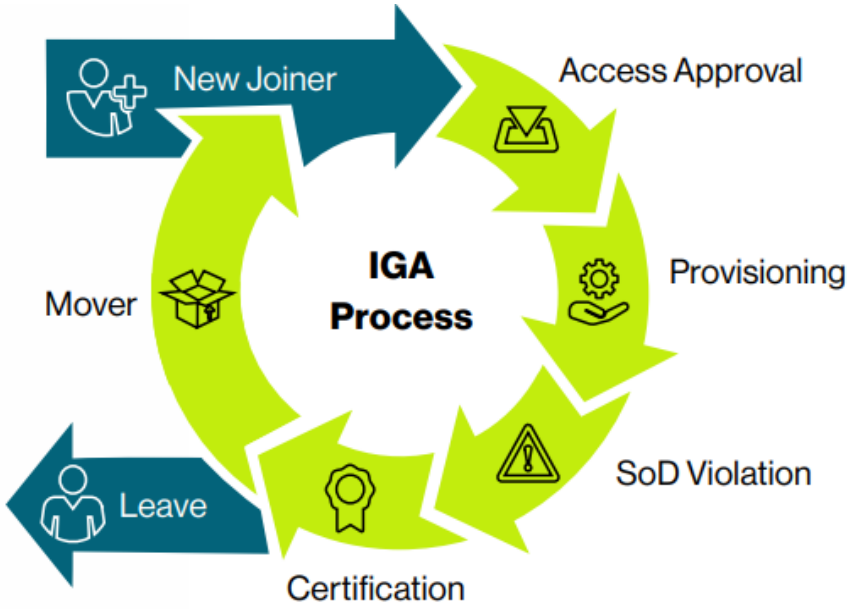


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SailPoint ISC Quickstart Offering

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- Modular offering that can include either Provisioning Identity Lifecycle deployment or Certifications or both
- The Provisioning package includes:
  - Configuration of a supported authoritative source
  - Configuration of Joiner and Leaver accounts
  - Attribute synchronization configuration
- The Certification package includes:
  - One standard certification
  - Manager Change event
- Both packages include professional services, documentation, unit testing, knowledge transfer sessions, and Go-Live support
- As Optional Add-on: ITSM Configuration, Expert Hours
- Timeline is ~10 weeks (or more depending on options chosen by client)



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Saviynt Workday QuickStart

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- Option for either provisioning of Joiner or Deprovisioning of Leaver
- Accelerated user onboarding/offboarding
- Establishes Saviynt EIC (EIC) platform communications from Saviynt cloud to internal data center
- Integration to on-prem Active Directory (AD) System (SC2, AD Certificates, DNS Resolver)
- Configuration of Saviynt EIC connection to Workday (WD) as Authoritative System for User Identity Records
- Reconciliation of workforce records between Workday and Saviynt EIC
- Set up of daily reconciliation schedule for Saviynt and Workday
- Knowledge Transfer on
  - Saviynt global configured features
  - Saviynt Workday, Active Directory pertinent configurations
  - Production deployment process
  - Basic troubleshooting and how to get support from Saviynt
- Timeline is ~1 week



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IGA Offering Deliverables

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Phase 0
(~5 weeks)

- Application Status and Onboarding Prioritization
- IAM Program Communications Plan
- Business Process Diagram
- Business Requirements Document
- Effort Estimate
- Deliverable Tracking Document

Role Governance

- Education on Role Base Access Control
- Best practices
- Implementation Guidance

Expert Overlay
(~1 year)

- Application Inventory & Analysis
- Authoritative Source Requirements
- Target System Requirements
- Business Requirements
- Role Definition
- Configuration
- Access Certification Campaigns
- Testing Support
- Documentation
- Knowledge Transfer
- Deployment and Go-Live Guidance and Support

SailPoint ISC QuickStart
(~10 weeks)

- High Level Plan
- Authoritative Source Configuration
- Target Applications Configuration
- High Level architecture diagram
- ITSM Integration Configuration (as applicable)
- Unit test cases documentation
- Documentation of pertinent configurations
- Unit testing of the configurations
- Knowledge transfer sessions
- Go-Live support

Saviynt Workday QuickStart
(~1 week)

- Deployment steps for connected systems
- Nonproduction Saviynt EIC tenant configured integrations with all in-scope systems

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IGA Offerings Pricing

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IGA Offering	Small Org	Medium Org	Large Org
IGA Phase 0 (SailPoint ISC, Saviynt EIC) ~5 weeks	$80,000.00	$90,000.00	$120,000.00
IGA Expert Overlay (SailPoint ISC, Saviynt EIC) ~1 year	$240,000.00	$300,000.00	$550,000.00
Role Governance Enablement (SailPoint ISC, Saviynt EIC)	$15,000.00	$22,500.00	$35,000.00
SailPoint ISC Deployment QuickStart (Joiner/Leaver, Certification) ~10 weeks	$80,000.00	$110,000.00	$150,000.00
SailPoint ISC ITSM QuickStart - Add-on	$20,000.00	$20,000.00	$20,000.00
SailPoint ISC Expert Hours Quickstart - Add-on	$10,000.00	$20,000.00	$40,000.00
Saviynt EIC Provisioning QuickStart - Joiner	$15,000.00	$22,500.00	$40,000.00
Saviynt EIC Provisioning QuickStart - Leaver	$8,000.00	$16,000.00	$26,000.00

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Access Management Services

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Access Management Offerings Overview

Our AM Offerings Combine Strong Security AND Friendly User Experience

Secure your organization and provide a frictionless experience to business users

Technical Assessment

Evaluate your current implementation to maximize value from the investment

Directory Services

Modernize, consolidate, and clean up critical directory services across your organization

Application Federation

Implement a smooth user authentication experience through federation of B2B and B2C applications

Multi-Factor Authentication

Leverage multi-factor capabilities to step up security and protection of your most confidential applications and data

Customer Identity & Access Management (CIAM)

Create a top-notch customer registration, authentication, and self-service experience

okta

PingIdentity

Microsoft Entra

AM CUSTOMERS

RAYMOND
RUN BETTER. MANAGE SMARTER.

Dragonfly THERAPEUTICS

Smith+Nephew

VERTEX

Access Management Offerings Summary

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Technical Assessment

- Advisory on tool selection
- Vendor Reviews
- Use Case and Requirement Gathering
- Tool implementation
- Tool optimization
- Tool issue resolution

Directory Services

- Assistance with Directory Cleanup
- Assistance with Directory migrations or consolidations
- Decommission legacy directories / products
- Merge organizations as part of a merger / acquisition
- New strategic product replacing old (e.g., SecureAuth -> Okta)
- On-Premise to cloud (e.g., ADFS -> Azure AD, PingFed to PingOne)
- Guidance on disparate identity stores and centralization
- Multiple IAM solutions
- On-Premise coexistence with cloud IAM (e.g., Azure AD Connect, Okta AD Agent)
- Workflow Automation

Application Federation

- SSO (SAML 2.0, OAuth)
- Service account replacement with correct OAuth flows
- Authorization offload to IAM
- API integration
- Custom token issuance
- Developer education for OAuth implementation
- POC's, language specific sample implementations
- Legacy Support via proxy solutions
- LDAP
- Headers
- Kerberos
- Forms

Customer IAM (CIAM)

- User experience
- Customized sign-up, sign-on, self service
- Advanced OAuth flows
- Mobile
- Progressive profiling
- Regulatory guidance for collection, storage, use of customer data (GDPR, etc.)
- Identity Architecture
- Hand-rolled authentication and authorization maintenance challenges

Multi-Factor Authentication

- Modality selection (security, user experience, support complexity)
- SMS
- Email
- OTP
- FIDO / Hardware tokens
- Passwordless / PassKey
- Policy creation
- Session timeouts
- Risk-based on app and data risk
- Contextual access
- Communications strategy
- User resistance
- Tracking enrollment and monitoring outcomes
- Support training

Access Management Offerings Pricing

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- Each AM service offering is scoped and priced on a T&M basis using our standard rate schedule.

Resource Role	Hourly Rate
Director	$320
Sr. Manager / Sr. Architect	$290
Manager / Architect	$260
Sr. Consultant	$230
Consultant	$200

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[redacted]

SUMMARY

[redacted] has a professional background focusing mainly in Identity & Access Management and Governance. His experience over the past few of years includes brand new IdentityIQ installations and deployments, improving existing SailPoint IdentityIQ implementations, adding new solutions to their existing environments, and also implementations of SailPoint IdentityNow, the leading SaaS IGA solution.

TECHNICAL SKILLS

Note: Mastery levels denoted in parenthesis

Development/Scripting Languages:	Java/Beanshell (advanced), C# (advanced), SQL (advanced), XML (advanced), bash (advanced), HTML/CSS/JavaScript (advanced), PowerShell (advanced), Python (intermediate),
Applications/Platforms:	SailPoint IdentityIQ and Lifecycle Manager (advanced), SailPoint IdentityNow (advanded), Hibernate (advanced), CyberArk (intermediate), Java Server Faces (intermediate), Eclipse (advanced), Active Directory (advanced), Microsoft FIM (intermediate), Linux/Unix Systems (intermediate), Windows Server (intermediate), Microsoft Exchange/O365 (intermediate), Splunk (intermediate)
Other Technologies/Concepts:	JDBC, LDAP, J2EE Application Deployment and Configuration, Tomcat, MSSQL Server, Jenkins Automation, REST, SCIM, and SOAP-based web services (advanced), Git/Github

EXPERIENCE/PROJECTS

Global Vehicle Manufacturer
August 2022 – Present

- Lead architect guiding implementation of the PAM Module/CyberArk connector in an existing IdentityIQ environment
- Configured secondary Active Directory connector for managing privileged Active Directory accounts
- Implemented Privileged Active Directory account workflow which involves vaulting the account in a personal safe for the identity in CyberArk, allowing access to the privileged account immediately
- Aided in providing entitlement metadata standards to help ensure access request and certification processes are more business friendly

Regional Bank
January 2022 – Present

- One of the lead architects for new IdentityNow implementation to replace homegrown tools and ETL processes
- Configured Active Directory, Azure, and Workday sources
- Automated joiner, leaver, legal hold, and Active Directory account deletion processes
- Aided in creation of 50 birthright departmental roles and associated access profiles

Global Medical Technology Manufacturer
April 2021 – May 2022

- Lead architect for new IdentityIQ implementation which focused on onboarding 20+ application connectors for high priority SOX applications
- Worked with various application vendors to identify best integration options for onboarded applications
- Aided in defining certification process to certify access for onboarded applications
- Helped design training content for end-user IdentityIQ training
- Implemented Entitlement Metadata Management process to help define metadata for entitlement across all onboarded application, including creation of new Active Directory groups following metadata standards
- Involved in another project implementing Okta as CIAM solution for customer portals and applications

Large Utility Company
January 2020 – Present

- Lead architect for a substantial cutover project from Oracle Identity Manager to IdentityIQ
- Assisted with environment builds including Development, Test, QA, and Production environments with IdentityIQ 8.0p2
- Configured and deployed Active Directory connectors for six different domains
- Solutioned a completely custom Lifecycle Management framework based on action code and reason codes aggregated in from the SAP HR system
- Implemented a custom solution for management of Entitlement Metadata including custom forms and approvals to follow entitlement metadata guidelines
- Heavily customized the out-of-the-box Access Request workflow to accommodate different approval schemes per requested entity
- Extended IdentityIQ's REST API endpoints to handle creation of corporate IDs for all new employees and contractors via API calls from the HR system
- Assisted with Splunk integration to read IdentityIQ application server logs
- Developed a number of different custom tasks and rules to assist with cutover tasks which involved translating data so it could be re-used in IdentityIQ (Roles, Policies, etc.)
- Developed IdentityIQ plugins to meet custom requirements which are not configurable out-of-the-box
- Performed analysis and orchestrated upgrade from 8.0p2 to 8.2p2 across 8 application servers

Wealth Management Technology Vendor
May 2019 – April 2020

- Lead Architect in brand new IdentityIQ implementation
- Installed and configured Development and Production IdentityIQ 8.0 instances on Windows Servers
- Configured and deployed various out-of-the-box connectors such as Active Directory, Web Services for multiple SaaS applications, Azure Active Directory, ServiceNow, and PAM (CyberArk)

- Implemented Lifecycle Management workflows (Joiner, Re-Hire, Leaver, Conversion) Attribute Synchronization) with SailPoint's Accelerator Pack
- Developed custom solution for creating ServiceNow Requests for new hires and terminations
- Collaborated with client teams to enable IdentityIQ SSO via Azure and Ping MFA
- Collaborated with Azure DevOps team to use the IdentityIQ Services Standard Build and do automated deployments to Production environments
- Management of Exchange Hybrid Mailboxes via PowerShell from IdentityIQ

Global Security Software Vendor
January 2019 – June 2019

- Installed and configured Development, Test, and Production IdentityIQ 7.3 instances on Windows Servers
- Configured and deployed various out-of-the-box connectors such as Active Directory, LDAP, Delimited File, and Workday
- Implemented Lifecycle Management workflows (Joiner, Re-Hire, Leaver, Attribute Synchronization) with SailPoint's Accelerator Pack
- Implemented custom account suspension workflow and password expiration notification workflow based on data from endpoint applications
- Leveraged SailPoint's Services Standard Build along with BitBucket to manage and deploy artifacts appropriately
- Branded IdentityIQ appropriately with CSS and images from client
- Involved cutover from home grown IAM system to IdentityIQ with production go-live support and monitoring

National Derivatives Clearing House
February 2018 – February 2020

- Lead IIQ developer for on-going application integrations, defects and enhancements development, and architecture and process improvement consultation.
- Designed and built new automated logical application architecture in IIQ for applications leveraging Active Directory for authorization management.
- Developed and implemented a custom connector to interface with a SaaS application's SOAP-based web service using AXIS2
- Configured and deployed various out-of-the-box connectors such as Salesforce, ServiceNow, and JDBC
- Consult with business and technical teams to facilitate on-going application integrations with IdentityIQ
- Developed and deployed custom IdentityIQ tasks to automate warning and eventual auto disabling of inactive users and groups in an LDAP Directory (CA Directory)
- Consulted in re-architecture to a multi-server fail-over capable IdentityIQ environment
- Consulted in build and deploy processes redesign including moving all artifacts into a Services Standard Build repository.
- Designed and built enhancements that contributed to continual improvement in certification processes, request and approval processes, and operational efficiencies

International Home Television Shopping Network
June 2017 – February 2018

- Designed, documented, and configured a large installation of IdentityIQ to pull user information from over 700 application connectors
- Implemented SailPoint's Servicers Standard Build and utilized Jenkins automation to build and deploy changes across multiple environments as well as patch/upgrade IdentityIQ with this method

- Involved in the process of converting a large and complex manual PAR process in to the IdentityIQ Certification model
- Worked with Microsoft FIM administrators to transform identity lifecycle events to IdentityIQ Workflows
- Created job aids on how to perform specific functions in IdentityIQ

University Teaching Assistant and Office Technical Support
October 2014 – May 2017

- Teaching assistant for an information systems analysis and design class where I provided insight on the SDLC process as well as taught students how to utilize Git/GitHub for version control and code management
- Provided technical support for many online courses which included helping professors organize WebEx sessions and Blackboard content, as well as help students that ran in to technical difficulties

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EDUCATION AND CERTIFICATIONS

B.S. in Information Science and Technology
Temple University – 2013-2017

SailPoint IdentityIQ Administration 7.1
October 2017

SailPoint SecurityIQ 5.1 Installation and Architecture
May 2018

SailPoint Certified IdentityIQ Engineer
August 2018 (Recertified December 2020)

SailPoint Certified IdentityIQ Architect
May 2020 (Recertified May 2022)

SailPoint Certified IdentityNow Professional
October 2022

SailPoint Certified IdentityNow Engineer
December 2022

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SUMMARY

[redacted] is an experienced business analyst/architect and project manager and has led many successful projects to implement various identity and access management and collaboration solutions. Her ability to build and deliver innovative, yet practical solutions has been integral to achieving the desired business results, quickly and effectively and gaining customer satisfaction. She is comfortable working virtually in teams and can present conceptual architecture and strategy to senior and C-Level management as well as working with business and development teams defining more detailed requirements from those concepts through to the solution deployment.

TECHNICAL SKILLS

IAM Solutions:	SailPoint IdentityIQ SailPoint IdentityNow Saviynt SecZetta Oracle Identity Manager (OIM)
Security Applications/Repositories:	Active Directory eDirectory (NetIQ) Identity Manager Symantec VIP and Azure authentication (single and multi factor) and authorization
Collaboration Tools:	Highly proficient in Atlassian collaboration toolset, Confluence, Jira, draw.io.
Methodologies:	Agile/Scrum, SDLC/Waterfall Consulting Methodology
IAM Industries	Software Development, Non-profit, Healthcare, Utilities (Gas & Electric), Financial, Retail.
Consulting Skills:	Expert in facilitating workshops with all levels of staff from executives to field practitioners, working with diverse, highly complex problems, encouraging challenges to conventional wisdom by suggesting alternatives and devising realistic, practical solutions. Highly proficient in using structured business analysis and change methods both from a process and organizational

	change perspective and through the business analysis, development and procurement of integrated systems. Adept at defining business requirements, use cases/stories and design specifications and working with the development and operational teams to ensure the resulting system meets the needs of the business. Skilled at developing organization change management strategy and plans including communications at all levels of staff and training curricula and collateral. Expert at developing Role Governance Frameworks and Strategy for implementation and leading RBAC initiatives for analysis and deployment of the framework and roles. Led multi-disciplined project teams to implement both proprietary in house solutions and vendor based software on time and within budget.

EXPERIENCE

Multiple Banks and Financial Services Companies
SailPoint Implementations

- SailPoint implementation projects to replace legacy processes and systems
- Led the greenfield installation of SailPoint IIQ for financial services company including workflows for joiner, rehire, conversion, mover and leaver.
- SailPoint IIQ upgrade projects
- SailPoint enhancement projects to implement additional capabilities including SOD, Certifications, Plugins, LCM Workflows of every kind, Application Onboarding, etc
- Advised teams on Organization Change Management to optimize adoption and user experience of new/improved IAM processes and technologies

Electric& Gas Utility
Legacy Migration (OIM to SailPoint)

- Provided Organizational Change Management consulting for client on a major migration from OIM to SailPoint including communication development and planning.
- Developed the training strategy and collateral.
- Led the testing of the end-user processes such as access requests, access reviews/certification for both Systems Integration and User Acceptance Testing.

Role Based Access Control (RBAC)

- Developed Role Governance Framework and Runbook
- Designed a Role Analysis method using data and workshops

Healthcare services and manufacturing
IAM Project Management on multi-year projects

- Led SailPoint IIQ deployments including:
    - Integration of multiple authoritative sources and downstream ap
    - Development and deployment of joiner, leaver, mover, conversion workflows

- Integrated custom access request and approval processes with ServiceNow and IIQ
- Advised and led teams on Organization Change Management strategy and execution to optimize adoption and provide for optimal user transition experience of new/improved IAM processes and technologies

Fortune 500 Global Technology Services Company - 10+ years
IAM Architecture, Strategy, Roadmap, and Workforce Collaboration

IAM

- Replaced internal legacy identity management and provisioning tool and deployed governance and compliance controls in SailPoint IIQ for SOX applications
- Provided architecture expertise and developed strategy for the identity and access management solution, with in depth experience of the interfaces between the source of identities and the provisioning of access entitlements to downstream applications.
- *Presentations at all levels of company on the solution and deployment activities to ensure the business is supported appropriately and results are achieved.*
- *Provided expert level support for Service Desk to solve end user problems, working with the vendors as required.*
- *Developed communication and training strategy and plan for deployment of changes to identity and access management and provisioning of access for users.*
- *Assisted several of the company's clients with defining strategy and planning deployment of their IAM and IGA efforts.*

Collaboration Services

- *Was one of a few business/solution architects in the company experienced in design and deployment of enterprise portal, document management and social business collaboration technology globally.*
- *Provided architectural guidance and practical expertise for the design, development and operation of the releases of the enterprise wiki, document management and social business networking tools.*
- *Lead multi-disciplined project teams to deploy the collaboration solutions in a phased approach.*
- *Assisted several of the company's clients with defining strategy and planning deployment of their enterprise portal, knowledge management, client collaboration and social networking efforts.*
- *Key technologies Jive Software, Atlassian Confluence, Alfresco and IBM Websphere.*

EDUCATION

University of Wales, Bangor, UK
Biology BSc with Honors

Languages:

English – Fluent first

French – Some level of conversation and written proficiency

RECENT TRAINING

SailPoint IdentityIQ Essentials
SailPoint IdentityNow Introduction
Seczetta 101, 201 and 301

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[redacted] has extensive experience as a privilege access management architect and a senior security engineer prior. Experienced in all aspects of identity security/management since 2005 from government agencies to small and large corporate environments.

TECHNICAL SKILLS

Applications / Platforms	CyberArk PAM • CyberArk EPM • CyberArk Workforce Password Maagement • CyberArk Vendor PAM • BeyondTrust PasswordSafe • Beyondtrust Privileged Remote Access • BeyondTrust Remote Support • BeyondTrust AD Bridge • BeyondTrust Privileged Management for Unix\Linux • Active Directory Services • Citrix • Remote Desktop Services • VMware • SQL • VMWare • Xenapp • VDI
Development Languages	PowerShell • RESTful API
Other Areas	Technical Leadership • Project Management • Privileged Access Management • Identity Access Management • Risk Assessment • Speak business, IT and security •
Training & Certifications	CISSP, GCWN, and Security+

EXPERIENCE

Integral Partners IAM Consulting Firm (04/2022 - present)

PAM Architectural Lead – Integral Partners *(April 2021 – Present)*

- PAM Architecture – BeyondTrust & CyberArk
- Implementations of BeyondTrust PasswordSafe On-Prem/Cloud and EPM
  - PWS, EPM, PMW, PMM, PMUL, ADB, Limited PRA, RS, DevOps
- Implementations of CyberArk EPV On-Prem/Cloud and EPM
  - EPV, PSM, EPM, AAM, Limited Conjur/Alero
- API Utilization for Application Integrations in both tools
- RDS architecture and integration for application hosting
- Extensive experience in troubleshooting various infrastructure components

    - Active Directory, Linux Servers, Windows Servers, Networking Devices, Voice Communications, Service account discovery
- Several different scanning strategies for many various infrastructure architectures

PAM Engineer – TekSystems Supporting VF Corp *(October 2020 – April 2021)*
- PAM Support and Windows Implementation Specialist
- Maintain BeyondTrust Linux Systems and Onboard/Decommission Automation
- API Utilization for Application Integrations
- Active Directory Integration and Management

Security Engineer, D&I – CBI Cyber Security Solutions *(August 2019 – March 2020 Covid)*
- CyberArk Architectural Lead and Implementation Specialist
- CyberArk EPV Infrastructures Implemented (25,000+ Users/PCs)
    - Architecture, Installation, MFA integration, Application integration, Admin Account policy, Check-In Check-Out Policy, AD Integration, DR Infrastructure
- CyberArk EPM Infrastructures implemented
    - Architecture, Agent Deployment, Policy Setup, Local Admin Rights Removed

Security Engineering Analyst – Lincoln Financial Group *(June 2011 – August 2019)*
- Co-Lead for CyberArk (PAM), Data Insight, SpecOps, Qualys (30,000+ Users/PCs)
- Also work regularly with SailPoint, ServiceNow, Quest, Splunk, Git, Microsoft Toolset
- Intermediate Office 365/Azure, Intermediate AWS, and limited Google Cloud experience
- Extensive Windows Experience and Intermediate Linux Experience
    - AD, PKI, SQL, Exchange, GPO, Permissions, Server, Storage, Architecture, Design
- ISC^2 CISSP Certification Obtained in 2015 and Current – Certification Number: 505263
- GIAC GCWN Certification Obtained in 2015
- PowerShell Experience – Know Several Additional Languages

Network Operations Specialist – USAF IN ANG *(June 2005 – January 2013)*
- Technical lead in the base Network Control Center (NCC)
- Assisted other NCCs and our regional and national control centers
- Responsible for everything from internet to fingertips
    - Networking, Servers, Workstations, Tier 1/2/3 Support
- Security+ Certification obtained

Senior Technical Support – Lockheed Martin – US Pentagon *(January 2008 – November 2008)*
- Senior SIPR/NIPR Administrator of 25,000 Users; 12,000 Computers; 1,200 Servers
- Specific TS/SCI level support for contracted teams and systems
- Extensive Customer Support with Rapid Response for All Personnel
    - Up to and Including Chief of Staff and Secretary of the Air Force
- Co-Lead for Team of 75+ Members
- Lead for All Classified Message Incidents and Cleansing Affected Systems

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EDUCATION

Business Administration, B.S. - 2007
Ball State University, Muncie, IN

Information Technology, A.S. - 2009
Community College of the Air Force

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SUMMARY

[redacted] is a highly motivated and results-oriented IT professional with 20+ years of experience delivering successful consultancy, support, and training solutions to diverse organizations, both local and global. Adept at implementing enterprise-level security solutions from various vendors, with a proven track record of enhancing security posture and mitigating risks. Strong communicator with the ability to bridge the gap between technical and non-technical audiences.

TECHNICAL SKILLS

Security Applications/Repositories:	Password Safe & BeyondInsight. Privilege Management Client Windows, Mac. Privilege Remote Access. CyberArk Endpoint Privilege Manager. Active Directory, System Deployment, WDS, SCCM.
Training and Certifications	Microsoft MCSE, MCITP. BeyondTrust, BCIE – Privilege Management Windows. Privilege Remote Access – Admin. Password Safe – install & Admin. VMware.
PAM industries	Banking, Healthcare, Retail, Oil and Gas, Utilities and Transportation.

EXPERIENCE

Integral Partners (Oct 2021 – Present) - Sr. Consultant

LARGE NATIONAL CASINO & RESORT CORPORATION

- **Guaranteed client application and privilege control:** Implemented EPM as a vital component of disaster recovery, ensuring consistent security practices across a large infrastructure.
- **Enhanced security posture:**
  - **Discovered and secured unknown admin accounts:** Identified and eliminated potential vulnerabilities associated with hidden accounts.
  - **Rectified application privilege misuse:** Removed unnecessary administrative rights, corrected privilege escalation techniques, and eliminated debugging privileges for specific applications.
  - **Improved password management:** Integrated EPM with Password Safe for unique, secure local admin passwords on each client.
- **Streamlined operations:**
  - **Automated ticket generation:** Integrated EPM with ServiceNow for efficient request management for administrative access.
  - **Knowledge transfer:** Created a comprehensive runbook to empower the team for effective ongoing management.

Overall Impact:

- **Strengthened security:** Mitigated risks associated with admin privilege misuse and weak password management.
- **Improved operational efficiency:** Automated tasks and facilitated knowledge transfer for sustained success.

LARGE WEST COAST ACADEMIC HEALTH CENTER

Led the successful deployment of BeyondTrust EPM for 20,000 endpoints, encompassing diverse environments:

- **Developed comprehensive deployment strategies:** Tailored approaches for Windows desktops, servers, and Macs, addressing unique requirements for each.
- **Enhanced security posture through user privilege management:**
  - **Eliminated unnecessary local admin rights:** Identified and removed unknown admin accounts, improving overall security hygiene.
  - **Corrected problematic deployment strings:** Fixed software installations requiring unnecessary admin privileges, mitigating potential vulnerabilities.
  - **Implemented least privilege principles:** Leveraged custom tokens and privilege controls to minimize application privileges and eliminate excessive debugging rights.
- **Streamlined workflows and automation:**
  - **Created comprehensive EPM workflows:** Tailored workflows to customer use cases and facilitated user discovery for privilege removal.
  - **Integrated with ServiceNow:** Automated JIT access requests and tracking, enhancing operational efficiency.
- **Resolved critical deployment issues:** Identified and corrected incorrect installation strings, ensuring smooth implementation across the environment.

Overall Impact:

- **Substantially improved security posture:** Mitigated risks associated with excessive user privileges and deployment errors.
- **Optimized operational efficiency:** Automated workflows and enhanced user management processes.
- **Demonstrated strong technical expertise:** Proactively identified and resolved complex deployment challenges.

TOP IAM VENDOR.

Rescued customer's troubled BeyondTrust EPM deployment for Macs, restoring trust and enabling successful rollout:

- **Rebuilt trust and confidence:** Addressed initial issues and guided the customer through pre-pilot, pilot, and production phases, regaining their trust in the product.
- **Tailored Mac approach:** Navigated the distinct requirements of Mac endpoints, ensuring successful implementation and ongoing management.
- **Empowered customer independence:**
  - **Developed comprehensive runbook:** Provided detailed procedures and best practices for maintaining PM Cloud and EPM clients on Macs.
  - **Enabled policy creation and updates:** Equipped the customer to create new workflows, policies, and rules as needed for their specific environment.

Overall Impact:

- **Recovered crucial project:** Saved the customer's EPM deployment and ensured its successful implementation.
- **Knowledge transfer:** Empowered the customer to confidently manage and maintain their EPM solution for Macs.
- **Demonstrated strong problem-solving and communication skills:** Successfully salvaged a challenging situation and built a positive relationship with the client.

LARGE PHARMACEUTICAL MANUFACTURER

Empowered customer's cyber risk management by implementing BeyondTrust EPM to:

- **Meet cyber insurance audit requirements:** Successfully achieved admin rights removal from client computers, aligning with insurance compliance standards.

- **Integrate secure password rotation:** Seamlessly integrated EPM client for automated local admin password rotation, enhancing security posture.

Key Achievements:

- **Comprehensive deployment:** Achieved 100% EPM client rollout across all client computers, ensuring consistent security practices.
- **Customized controls:** Designed tailor-made policies for both Windows and Macs, addressing specific customer use cases and compliance requirements.
- **Knowledge transfer:** Created a comprehensive runbook, equipping the customer with the tools and knowledge to manage PM Cloud and EPM clients independently.
- **Empowered self-sufficiency:** Enabled the customer to create new workflows, policies, and rules as needed, ensuring adaptability to evolving requirements.

Overall Impact:

- **Enhanced security posture:** Significantly reduced cyber risks through admin rights removal and automated password management.
- **Compliance achieved:** Secured compliance with cyber insurance audit requirements, mitigating potential financial impact.
- **Improved operational efficiency:** Automated tasks and empowered the customer for long-term sustainability.

BeyondTrust, Somerville, MA, USA (Dec 2016 to Oct 2021) - Implementation Engineer

Highly experienced IT professional specializing in large-scale deployment and support of BeyondTrust Privilege Management solutions:

- **Extensive implementation expertise:** Led DOS Tier 3 deployments for 10K+ clients across Windows Desktops, Servers, and Macs.
- **Proven track record with large organizations:** Successfully served Fortune 500 companies with deployments ranging from 20K to 500K clients.
- **Versatile platform knowledge:** Possesses in-depth understanding of BeyondTrust offerings (BeyondInsight, Privilege Management Cloud, Privilege Management Console) and Microsoft platforms (Group Policy, ePO, Webserver).
- **Strong communication and documentation skills:** Creates knowledge base articles, troubleshooting guides, and general documentation for both internal and external audiences.
- **Direct customer engagement:** Actively consults and implements solutions for customers, tailoring approaches to their specific needs.
- **Sales support:** Demonstrates BeyondTrust solutions to prospective customers, effectively communicating their value and capabilities.
- **Solid technical background:** Leverages prior experience as a Support and Escalation Engineer for comprehensive understanding of the Privilege Management Client.

Kaspersky Labs, Woburn, MA, USA (Dec 2014 to Dec 2016) Techincal Support Engineer

Proven track record of providing exceptional technical support to North American customers of Kaspersky Labs Business Products:

- **Comprehensive support scope:** Assisted end-users with a wide range of Kaspersky products, including Security Center, Endpoint Security 10, Anti-virus 8 FSEE, and Virtualization Agents.
- **Expert troubleshooting:** Effectively diagnosed and resolved complex technical issues, escalating only the most intricate cases to Level 3 engineers.
- **Configuration and setup mastery:** Confidently configured and implemented various Kaspersky solutions, ensuring optimal security for diverse customer environments.
- **Advanced troubleshooting skills:** Leveraged in-depth knowledge of virtualization technologies (VMware, Hyper-V), networks, operating systems, and log analysis to resolve intricate technical challenges.
- **Top performer:** Recognized as "Employee of the Month" twice and consistently received high customer satisfaction ratings due to exceptional service and expertise.

- **Continuous learning:** Demonstrated commitment to professional development by acquiring 6 Kaspersky product certifications within the first year.

Overall impact:

- **Enhanced customer satisfaction:** Resolved issues efficiently and provided excellent support, leading to positive customer feedback.
- **Improved problem-solving capabilities:** Cultivated strong technical skills through advanced troubleshooting and continuous learning.
- **Increased product knowledge:** Demonstrated expertise in multiple Kaspersky solutions through rapid certification acquisition.

Venzo A/S Copenhagen, Denmark (May 2010 to May 2014) - IT Consultant / Helpdesk
Venzo A/S is an IT outsource group providing infrastructure design and implementation as well as administration, support and helpdesk.

ISS World Services A/S HQ's IT (May 2012 to May 2014)
Responsibilities:

- Updated all existing user documentation on the set-up and operation of the Helpdesk for ISS HQ
- Prepared and installed HP Blade servers with SAN cluster, configured to run Windows Server 2008 R2 for Hyper-V and SCVMM.
- Replaced existing analog phone system with Integrated MS Lync. Created user guides and supported both hardware and MS Lync application on all platforms.
- Managed and supported clients deployed from SCCM, adding MSI Packages, maintaining and updating the image.
- Managed maintenance and repair of printers and laptops as well as other hardware.
- Created MSI Packages for SCCM, provided user administration in AD, Office365, and MDM for iOS and Android devices.
- Provided resource management and coordination of third-party vendors, ensuring projects were completed on time.
- Implemented an asset manager process to the ISS Helpdesk support system, making it easier for help desk personnel to identify exactly what hardware / software each user is assigned.
- Performing 1st and 2nd level support to the executive staff, user administration

LANGUAGES:

- English, Danish, German

REFERENCES FOR THE CITY OF TUCSON

(ONLY AVAILABLE FOR CONTACT BY THE CITY OF TUCSON)

UC Davis Health – Rancho Cordova, CA
Curtis M Rodocker, GSEC, PMP
Cybersecurity IAM Program Manager
cmrodocker@ucdavis.edu
Work Contracted – Identity Advisory, Privileged Security Deployment, Identity Governance Deployment and Integration

Pacific Gas and Electric - SF, CA
Leslie DeAnda, CISSP, CISA
Senior Manager, Cybersecurity Services
leslie.deanda@pge.com
Work Contracted – Identity Governance Strategy, Integration and system replacement.

Pure Storage – Sunnyvale, CA
Roman Goruneskul
Program Manager
rgoroneskul@purestorage.com
Work Contracted – Privileged security strategy, PAM implementation, identity strategy

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act ("ARPA").

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. **Equal Opportunity**. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (*if applicable to this Contract*) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

7. <u>Clean Air Act & Federal Water Pollution Control Act</u> (applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. <u>Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)</u>

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

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

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

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
>
> (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
>
> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. <u>Buy USA - Domestic Preference for certain procurements using federal funds</u>. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

> (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than $100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

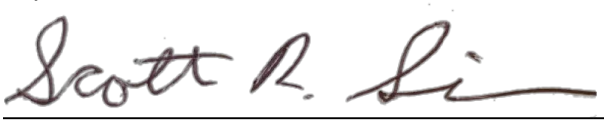
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

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



Signature of Contractor's authorized official

Date: 04/15/2024

Scott Silver

(Print name of person signing above)

CEO

(Print title of person signing above)

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlited in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information
Endpoints: 5,000
Users: 5,000
Network Devices: 300
Firewalls: 10
Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	$ -		$ -
Annual Maintenance For SASE Solution	$ -		$ -
Cloud Access Security Broker (CASB) Solution	$ -		$ -
Annual Maintenance For CASB Solution	$ -		$ -
Web Application Firewall (WAF) and DDoS Mitigation Solution	$ -		$ -
Annual Maintenance For WAF and DDoS Mitigation Solution	$ -		$ -
GRAND TOTAL			$ -

Service		Hourly Rate
Security Solutions Consulting		$ -
	Director	$ 320.00
	Sr. Manager	$ 290.00
	Sr. Architect	$ 290.00
	Manager	$ 260.00
	Architect	$ 260.00
	Sr Consultant	$ 230.00
	Consultant	$ 200.00
GRAND TOTAL		$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	$ -		$ -
Annual Maintenance For PAM Solution	$ -		$ -
Passwordless Authentication Solution	$ -		$ -
Annual Maintenance For Passwordless Authentication Solution	$ -		$ -
Adaptive Access Controls Solution	$ -		$ -
Annual Maintenance For Adaptive Access Controls	$ -		$ -
GRAND TOTAL			$ -

Service		Hourly Rate
IAM Solutions Consulting Services		$ -
	Director	$ 320.00
	Sr. Manager	$ 290.00
	Sr. Architect	$ 290.00
	Manager	$ 260.00
	Architect	$ 260.00
	Sr Consultant	$ 230.00
	Consultant	$ 200.00

GRAND TOTAL

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	$ -		$ -
Annual Maintenance For Data Discovery and Classification Tool	$ -		$ -
Regulatory Compliance Management Tool	$ -		$ -
Annual Maintenance For Regulatory Compliance Management Tool	$ -		$ -
GRAND TOTAL			$ -

Service		Hourly Rate
Data Security and Privacy Consulting Services		$ -
	Director	$ 320.00
	Sr. Manager	$ 290.00
	Sr. Architect	$ 290.00
	Manager	$ 260.00
	Architect	$ 260.00
	Sr Consultant	$ 230.00
	Consultant	$ 200.00

GRAND TOTAL

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 4: Security Consulting and Advisory Services

Core Pricing

Service	Hourly Rate
Cybersecurity Strategy Development	$ 290.00
Framework Implementation Guidance	$ 290.00
Risk Management Consultation	$ 290.00
Policy and Governance Development	$ 290.00
Incident Response Planning Support Services	$ 290.00
Emerging Technology Advisory Services	$ 290.00
Vendor Selection and Technology Guidance	$ 290.00
GRAND TOTAL	$ 2,030.00

*** These rates are for the Sr. Advisor. Other minor roles are also involved at different rates for our work. (see below)**

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Advisory Services - Sr. Advisory Manager	Advisor managing project and running advisory interviews, deliverables, etc.	$ 290	360	$ 104,400
Advisory Services - Director	Providing oversight to the project, review all deliverables, escalation point	$ 320	35	$ 11,200
Advisory Services - Sr. Architect	Provide architectural guidance and assistance while building future state strategy and roadmap	$ 290	35	$ 10,150
			Total	**$ 125,750**

Category 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	$ -
Emerging Regulation Advisory Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
	Director			$ 320.00
	Sr. Manager			$ 290.00
	Sr. Architect			$ 290.00
	Manager			$ 260.00
	Architect			$ 260.00
	Sr Consultant			$ 230.00
	Consultant			$ 200.00

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount %	Price
MDR for On-prem Infrastructure	$ -		$ -
MDR for SaaS Apps	$ -		$ -
MDR for Cloud Infrastructure	$ -		$ -
Network Devices Monitoring	$ -		$ -
Firewalls	$ -		$ -
Data Log Sizes (per day)	$ -		$ -
GRAND TOTAL			$ -

Service		Hourly Rate
Security Architecture and Integration Services		
	Director	$ 320.00
	Sr. Manager	$ 290.00
	Sr. Architect	$ 290.00
	Manager	$ 260.00
	Architect	$ 260.00
	Sr Consultant	$ 230.00
	Consultant	$ 200.00
GRAND TOTAL		

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 7: Emerging Technologies and Future-Proofing Services

Core Pricing

Service	Hourly Rate
Artificial Intelligence (AI) and Machine Learning (ML) Based Security Tools Consulting	$ -
Blockchain Technologies Consulting Services	$ -
Internet of Things (IoT) Security Solutions Consulting	$ -
Future-proofing Consulting Services	$ -
Data Security-Related Consulting Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			
	Director			$ 320.00
	Sr. Manager			$ 290.00
	Sr. Architect			$ 290.00
	Manager			$ 260.00
	Architect			$ 260.00
	Sr Consultant			$ 230.00
	Consultant			200.00

CITY OF TUCSON

6. RFP 240160

CITY OF TUCSON

REQUEST FOR PROPOSAL

240160

CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES

Due Date: Monday, April 15, 2024

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal
https://secure.procurenow.com/portal/tucson-az

Public Portal https://secure.procurenow.com/portal/tucson-az/projects/78911

PUBLISH DATE: March 14, 2024

Attachments:
A - Offer and Acceptance
B - COT ARPA Terms and Conditions
D - Axia Cooperative Solicitation Attachments for Cybersecurity COT
F - Cybersecurity_Price_Sheet_Revised

A. NOTICE

A.1. CITY OF TUCSON

NOTICE OF REQUEST FOR PROPOSAL NO 240160

TITLE: Cybersecurity Products, Solutions, and Services

SUBMITTAL DUE DATE: Monday, April 15, 2024 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Wednesday, March 27, 2024

TIME: 2:30 pm LOCAL AZ TIME

LOCATION: https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWI4YzFmYjY5%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d
Meeting ID: 282 815 068 77 Passcode: ExKiSX Or call in (audio only) +1 213-293-2303,,273329398# United States, Los Angeles Phone Conference ID: 273 329 398#

QUESTIONS SHALL BE DIRECTED TO: Tracy Garcia (520) 837-4114
tracy.garcia@tucsonaz.gov

Posted Date: Thursday, March 14, 2024

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Reponses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

B. INTRODUCTION

B.1. Summary

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

The aim of this RFP is to seek Offerors who can offer solutions that align with our technology framework and operational goals. Offerors should demonstrate an understanding of scalable, secure, and efficient technology solutions that can integrate seamlessly with our existing environment.

This section sets forth sufficient information to allow Offerors to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the Cybersecurity industry to meet and exceed the City of Tucson's requirements in responding to this RFP. Preference will be given to the Offeror(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

B.2. Background

NATIONAL CONTRACT REQUIREMENTS

The City of Tucson, as the Lead Procurement Agency, as defined in Attachment D, has partnered with Axia Coop LLC ("Axia Cooperative") to make the resultant contract ("Master Agreement") from this solicitation available to other public agencies nationally, including state and local governmental entities; public and private primary, secondary and higher education entities; non-profit entities; and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Attachment D contains additional information on Axia Cooperative and the cooperative purchasing agreement.

Axia Cooperative provides shared services and supply chain optimization to state, local, education, and other governmental entities. Axia Cooperative leverages the spend of public agencies nationwide to command the best prices on products and services. With executive support from the supplier along with pricing and sales commitments, Axia Cooperative provides marketing and administrative support for the Supplier that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to

Public Agencies on a national basis. Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and competed. The Supplier benefits from a contract that allows Participating Public agencies to directly purchase goods and services without the Supplier's need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the Axia Cooperative documents (attachment D).

The City of Tucson anticipates spending approximately $5,000,000.00 over the full potential Master Agreement term for Cybersecurity Products, Solutions, and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Cybersecurity Products, Solutions, and Services purchased under the Master Agreement through AXIA Cooperative is approximately $50,000,000.00. This projection is based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through AXIA Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and AXIA Cooperative.

B.3. Contact Information

Tracy Garcia
Principal Contract Officer
Email: tracy.garcia@tucsonaz.gov
Phone: (520) 837-4114
Department:
Information Technology

B.4. Timeline

Release Project Date	March 14, 2024
Pre-Proposal Meeting (Non-Mandatory)	March 27, 2024, 2:30pm https://teams.microsoft.com/l/meetup-join/19%3ameeting_NGE3ZDdkZWMtN2RhZS00MDg3LTg4OTYtYjYyZWI4YzFmYjY5%40thread.v2/0?context=%7b%22Tid%22%3a%22d21e59ec-c208-43eb-aaf1-cf06d9a196e0%22%2c%22Oid%22%3a%222762af1b-3dac-4e48-a411-0268c7c615c0%22%7d Meeting ID: 282 815 068 77 Passcode: ExKiSX Or call in (audio only) +1 213-293-2303,,273329398# United States, Los Angeles Phone Conference ID: 273 329 398#
Question Submission Deadline	April 5, 2024, 12:00pm
Proposal Submission Deadline	April 15, 2024, 2:00pm

C. SCOPE OF WORK

C.1. Scope of Work

The City of Tucson's Information Technology (IT) Department is tasked with securing all City systems and data, as well as working with other City Departments and City vendors to ensure that all IT initiatives are secure and built to City standards. Through this RFP and resulting contract(s), the City plans to acquire security services, products, and tools to enhance the City's resilience and to improve the overall security posture of the City's infrastructure and systems.

The aim of this RFP is to seek Offerors who can offer solutions that align with our technology framework and operational goals. Offerors should demonstrate an understanding of scalable, secure, and efficient technology solutions that can integrate seamlessly with our existing environment.

This section sets forth sufficient information to allow Offerors to submit proposals meeting minimum requirements but is not intended to limit a proposal's content or exclude any relevant or essential data. Suppliers are encouraged to use their extensive knowledge and experience within the Cybersecurity industry to meet and exceed the City of Tucson's requirements in responding to this RFP. Preference will be given to the Offeror(s) that offer a cost-effective solution for current specifications, future requirements, and ongoing service and support.

The City of Tucson recognizes that information technologies and services are rapidly evolving and advancing, and that Offerors may be testing new technologies or developing new services that are not yet available to the public at the time of RFP response. Once these technologies are generally available, The City of Tucson desires to have the ability to amend the Agreements awarded under this RFP to include these new technologies or service offerings at the City of Tucson's sole and absolute discretion.

This RFP solicits proposals for a wide range of security-related products and services. The categories listed below represent key areas of interest but are not exhaustive. Contractors offering innovative solutions or services beyond those specified are encouraged to submit proposals detailing how their offerings can enhance our cybersecurity posture.

Although this section reflects the needs and requirements of the City of Tucson, the Participating Agencies for Axia Cooperative may have different requirements. The awarded Supplier(s) will have the ability to offer their Cybersecurity offerings nationally. Axia Cooperative Participating Agencies may sign a supplemental or usage agreement with the awarded Contractor(s) substantially based on the terms and conditions of the City of Tucson's Agreement. Participating Agencies may elect to negotiate certain terms to conform to their purchasing and contracting requirements.

Technology Infrastructure Overview

1. Core Technologies: Our environment incorporates leading industry solutions for operating systems, networking, and security. We prioritize commercial Software as a Service (SaaS) applications and standard development platforms while minimizing custom-developed solutions.

2. Operational Scope:

The City of Tucson spans multiple departments, supported by a diverse workforce including employees, volunteers, and interns. Our computing environment includes a mix of desktop PCs, mobile devices,

and servers, with a strategic approach towards virtualization. We utilize a variety of business systems that cater to specialized and general operational needs.

3. Data Centers: The City operates data centers that are central to our IT infrastructure, supporting a wide range of services and applications.

4. Cloud Adoption: A significant portion of our primary business systems leverages cloud technology, including but not limited to, organizational tools, customer relationship management, productivity suites, infrastructure services, and specific applications geared towards enhancing operational efficiency and security.

Processes

1. Successful Contractor(s) shall assign a service/support representative who will be responsible for quoting requests for as-needed products and services, coordinating the execution of work orders, providing reports, and escalation management. The City will designate a representative for services provided under this agreement.

2. The representatives will meet as required to discuss requirements, progress, and quality of all services rendered.

3. Contractor(s) shall not perform any work until directed to do so by the City in writing.

4. Contractor(s) shall produce and send to City's representative an accurate accounting of all open work orders and work progress at least monthly.

Security

1. Information that may be collected by the Contractor(s) through the course of rendering services is considered privileged. Contractor(s) shall provide any and all information, findings and recommendations under privileged access, or a similar level of protection, in order to guard against revealing potential security issues that put the City, citizens, and businesses at risk.

2. Contractor(s) shall provide any and all information systems security findings, recommendations, and work materials via a secure file transfer method accessible by the City.

3. Contractor(s) shall possess all necessary equipment, materials, and support for remote connection to City servers and computers through dedicated, secure connections tailored exclusively for vendor use, in accordance with City access protocols. The City IT Department will facilitate these secure, vendor-specific connections into the network as required. Additionally, on-site access will be available when needed and upon mutual agreement.

4. Contractor(s) shall adhere to City IT security policy and standards, as may be updated from time to time, in providing the services. Contractor(s) shall implement security controls in accordance with the City's Security Policy and Standards to assess any solution prior to first release or release of any major improvement or enhancement.

5. Contractor(s) shall protect City data in accordance with the City's Security Policy and Standards.

6. Contractor(s) shall provide technical and professional services with the means and tools to remotely connect to City servers and computers via a secure connection and per City access protocols.

7. Offerors shall possess and can apply a detailed understanding of compliance requirements for the services offered in their proposal. Specialized security experience with municipal government and utilities in compliance with the following is considered especially valuable:

- CJIS
- PCI-DSS
- HIPAA
- FERPA
- FIPS
- FISMA
- Privacy, Industrial Control Systems (ICS)

8. Contractor(s) providing services must have their own equipment required to provide the services for which they are responding. The City will not pay for Contractor(s) equipment.

9. All City data provided to the Contractor(s) for the performance of the services specified herein is owned by the City and must be returned to the City upon contract termination.

10. Contractor personnel working on sensitive information and/or in secured areas may be required to submit to a background check. Certain personnel may be barred from working based on the results of the background check, and other conditions may be required by the City. The City will not disclose the details regarding why a particular worker is barred.

11. Contractor personnel involved in providing Cybersecurity services to the City may be required by the City to sign an individual confidentiality agreement and/or nondisclosure agreement.

12. The Contractor(s) shall contract with an external auditor to assess vendor's security compliance against City's and/or NIST's security standards.

Category-Specific Scope of Work

1. The scope of the RFP includes the following seven categories. Interested suppliers may submit a single RFP response encompassing any one of the seven categories including more than one category. The City of Tucson will review and evaluate responses per category:

a. Security Solutions & Tools

b. Identity and Access Management (IAM) Solutions

c. Data Security and Privacy

d. Security Consulting and Advisory Services

e. Regulatory Compliance and Governance Services

f. Security Architecture and Integration Services

g. Emerging Technologies and Future-Proofing Services

Please note the submission guidelines for each category.

C.2. Category 1 – Security Solutions & Tools

Objective: Secure cloud/on-prem environments, applications, and data across multiple platforms

Scope of Solutions & Tools Required:

- **Advanced Data Encryption techniques**, including application-level encryption for sensitive data.
- **Enhanced Identity and Access Management features**, such as adaptive authentication and risk-based access control.
- **Cloud Workload Protection Platforms (CWPP)** for hybrid and multi-cloud environments, offering deep security visibility and compliance monitoring.
- **Cloud Security Posture Management (CSPM)** to identify misconfigurations and enforce compliance standards across cloud accounts.
- **SaaS Management Platforms** for comprehensive oversight over cloud application usage, shadow IT, and third-party apps integration.
- **Secure Access Service Edge (SASE)** solutions that combine network security functions with WAN capabilities to ensure secure and fast cloud access.
- **Cloud Access Security Brokers (CASBs)** for real-time threat protection, compliance scanning, and encryption across cloud services.
- **Cloud Data Compliance Management**, ensuring adherence to GDPR, CCPA, HIPAA, and other regulatory frameworks.
- **Web Application Firewall (WAF) and DDoS Mitigation** to protect cloud services from web application attacks and denial-of-service attacks.

Submission Guidelines for Category 1:

Offerors are requested to submit proposals that:

- Provide a Comprehensive Overview: Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- Demonstrate Experience and Success: Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- Detail Solution Capabilities: Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- Support and Maintenance: Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.3. Category 2 – Identity and Access Management (IAM) Solutions

Objective: Secure system and data access with state-of-the-art IAM solutions, leveraging emerging technologies for enhanced security and streamlined user experiences.

Scope of Solutions & Tools Required:

- **Passwordless Authentication**: Solutions that facilitate secure, passwordless access, employing next-generation tools such as FIDO2 security keys, mobile authentication apps, biometric authentication systems (e.g., facial recognition, fingerprint scanners), and smart cards. These technologies should offer a seamless user experience while providing robust security against common attack vectors.
- **Behavioral Biometrics & AI Risk Assessment:** Solutions using AI and machine learning to analyze user behavior patterns for continuous authentication and dynamic risk assessment. The City is interested in technologies that can identify anomalies in user behavior, offering an additional layer of security.
- **Adaptive Access Controls:** Demand systems that implement SSO and MFA, utilizing contextual and adaptive policies based on real-time risk assessments. These controls should adjust authentication requirements dynamically, factoring in user location, device security posture, time of access, and typical behavior patterns.
- **Privileged Access Management (PAM):** Solutions with advanced monitoring capabilities, including session recording and AI-driven analytics, to safeguard privileged accounts and detect unauthorized or suspicious activities.
- **Public Key Infrastructure (PKI):** Systems for digital certificate and encryption key management that ensure secure communications and data protection. The City is interested in solutions that streamline certificate issuance, renewal, and revocation processes.
- **Decentralized Identity Management:** Explore the use of blockchain or distributed ledger technology for secure, user-managed identity verification. Solutions should allow users to control their identity data and share it securely with trusted entities.
- **Secure Access Delegation & Federation:** Solutions facilitating secure access delegation and identity federation using standards like OAuth, OpenID Connect, and SAML, ensuring safe and efficient cross-domain authentication and authorization.
- **Automated Secrets Management:** Automated tools for managing digital secrets, emphasizing the secure storage, rotation, and access control of API keys, credentials, and other sensitive configuration data.

Submission Guidelines for Category 2:

Offerors are requested to submit proposals that:

- Provide a Comprehensive Overview: Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- Demonstrate Experience and Success: Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access,

and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.

- Detail Solution Capabilities: Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- Support and Maintenance: Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.4. Category 3 – Data Security and Privacy

Objective: Protect sensitive information from breaches and ensure privacy compliance.

Scope of Solutions & Tools Required:

- **Advanced Data Loss Prevention (DLP)** technologies with machine learning capabilities for better detection of sensitive data exfiltration.
- **Encryption-in-Use technologies**, enabling secure data analytics and processing without exposing plaintext data.
- **Anonymization and Pseudonymization techniques** for enhancing privacy while maintaining data utility.
- **Data Discovery and Classification Tools** to identify and categorize sensitive and regulated data automatically.
- **Regulatory Compliance Management Tools** for real-time monitoring and reporting of compliance status with frameworks such as GDPR, HIPAA, and more.

Submission Guidelines for Category 3:

Offerors are requested to submit proposals that:

- Provide a Comprehensive Overview: Detail your service offerings within the specified categories, focusing on how your solutions address the outlined objectives and scope of services required.
- Demonstrate Experience and Success: Share evidence of your expertise and achievements in implementing solutions that secure cloud/on-prem environments, manage identity and access, and protect data privacy across various platforms. Include case studies or examples of previous successful deployments.
- Detail Solution Capabilities: Explain the scalability, interoperability, customization, and integration capabilities of your solutions. Highlight how your services can adapt to and grow with organizational needs.
- Support and Maintenance: Offer information on the ongoing support, maintenance, and any training services provided to ensure effective and sustained use of your solutions.

C.5. Category 4 – Security Consulting and Advisory Services

Objective: Engage expert advisory services to refine cybersecurity strategies, operational frameworks, and ensure compliance through focused guidance, workshops, and sessions.

Scope of Services Required:

- **Cybersecurity Strategy Development:** Assistance in crafting comprehensive cybersecurity strategies that align with organizational goals and risk tolerance, including strategic planning workshops and cybersecurity roadmap creation.
- **Framework Implementation Guidance:** Support for adopting and executing cybersecurity frameworks (e.g., NIST CSF, ISO/IEC 27001) with workshops and consulting for seamless integration.
- **Risk Management Consultation:** Expert advisory on risk management practices, from identification to mitigation, including facilitated risk assessment workshops.
- **Policy and Governance Development:** Help in formulating and updating security policies and governance structures to meet best practices and compliance standards, using policy development workshops and consulting.
- **Incident Response Planning Support:** Consulting on developing or enhancing incident response plans with template-based guidance, plan development workshops, and simulation exercises.
- **Emerging Technology Advisory:** Strategic insights into adopting emerging technologies securely, with services including innovation workshops and advisories on technology implications.
- **Vendor Selection and Technology Guidance:** Advisory services for selecting and implementing cybersecurity technologies, offering comparative analyses and selection framework support.

Submission Guidelines for Category 4:

Offerors are requested to submit proposals that:

- **Demonstrate Capability:** Show how your services can support organizations in strategic planning, risk management, policy development, and navigating the complex cybersecurity landscape.
- **Leverage Emerging Technologies:** Illustrate your approach to incorporating advanced technologies to enhance compliance and governance strategies.
- **Ensure Effective Adoption:** Provide examples or case studies where your services have led to the successful adoption of cybersecurity policies and technologies.

C.6. Category 5 – Regulatory Compliance and Governance Services

Objective: Partner with Contractor(s) to ensure strict adherence to cybersecurity regulations and the implementation of best practices across all operations.

Scope of Services & Tools Required:

- **Comprehensive Compliance Audits and Gap Analyses:** Solutions that offer thorough audits against international standards and regulations, pinpointing areas of non-compliance and providing actionable recommendations for remediation.
- **Governance, Risk, and Compliance (GRC) Platforms:** Advanced platforms that facilitate streamlined policy management, risk assessment, and compliance tracking. The City is interested in platforms that offer real-time insights and customizable reporting capabilities.
- **Emerging Regulation Advisory Services:** Expert advisory services that keep organizations ahead of the curve regarding upcoming cybersecurity laws, guidelines, and standards. Proposals should outline how these services can help organizations proactively adjust to new regulatory requirements.
- **Documentation and Reporting Tools:** Tools designed for the efficient management of compliance evidence, audit trails, and regulatory submissions. These should support comprehensive documentation practices and simplify the reporting process to regulatory bodies.

Submission Guidelines for Category 5:

Offerors are requested to submit proposals that:

- Provide a comprehensive overview of their service offerings related to regulatory compliance and governance, highlighting key features and benefits.
- Demonstrate their experience and success in assisting similar organizations in achieving and maintaining compliance with relevant cybersecurity standards and regulations.
- Include case studies or examples of previous engagements in regulatory compliance and governance, showcasing their expertise and impact.
- Detail the scalability, interoperability, and customization capabilities of their solutions, explaining how these can be tailored to meet specific organizational needs.
- Offer information on support, maintenance, and any training services provided, emphasizing the vendor's commitment to long-term partnership and success in compliance efforts.

C.7. Category 6 - Managed Security and Professional Services

Objective: Partner with experts to enhance cybersecurity operations through managed services, focusing on professional guidance and seamless technology integration.

Scope of Services Required:

- **Managed Detection and Response (MDR):** Seeking 24/7 security monitoring and incident response services for continuous oversight and rapid threat mitigation.
- **Managed Vulnerability Identification and Remediation: Programs** aimed at proactive identification and patching of security vulnerabilities to fortify defenses.
- **Security Operations Center as a Service (SOCaaS):** Solutions offering scalable, expert-led security operations to enhance threat detection and response capabilities.

- **Managed Compliance Services:** Assistance in achieving and maintaining continuous compliance with regulatory requirements, simplifying the compliance process for internal teams.
- **Managed Endpoint Protection:** Services incorporating advanced antivirus, endpoint detection and response (EDR), and mobile security solutions for comprehensive endpoint defense.
- **Managed Network Security:** Comprehensive network security services, including managed firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS), to safeguard critical network infrastructure.
- **Managed Cloud Security:** Customized solutions designed to protect cloud-based environments, supporting both multi-cloud and hybrid architectures.
- **Professional Services and Integration:** Emphasis on strategic consulting to develop actionable cybersecurity strategies, roadmaps, and specialized workshops. Additionally, the City seeks expertise in the seamless integration of security technologies within existing IT environments to enhance operational efficiency and cybersecurity posture.

Submission Guidelines for Category 6:

Offerors are requested to submit proposals that:

- Clearly outline their managed security services and professional service offerings, detailing how these services will enhance the organization's cybersecurity capabilities and compliance posture.
- Demonstrate a track record of successful service delivery in managed security, emphasizing experience in professional services and technology integration.
- Provide case studies or examples of successful implementations that highlight the impact of their services on client cybersecurity operations.
- Include information on the scalability, customization, and interoperability of their solutions to address evolving security challenges and business needs.

C.8. Category 7 - Emerging Technologies and Future-Proofing Services

Objective: Adopt and integrate advanced technologies for proactive threat defense and operational efficiency.

Scope of Services, Solutions & Tools Required:

- **Artificial Intelligence (AI) and Machine Learning (ML) based security tools** for predictive threat analysis, anomaly detection, and automated incident response, enhancing the efficiency and effectiveness of security operations.
- **Blockchain technologies** for secure, decentralized data management and identity verification, offering solutions for enhancing data integrity, securing transactions, and establishing trust without centralized authority.

- **Internet of Things (IoT) security solutions** for comprehensive device and network protection, addressing the unique challenges posed by the expanding IoT landscape, including device management, data security, and network segmentation.
- **Future-proofing consultations** to evaluate and implement emerging security technologies and methodologies, ensuring the organization's security posture can adapt to future threats and technological advancements. This includes assessments of quantum-resistant cryptography, 5G network security strategies, and the integration of cybersecurity considerations into emerging tech like AR/VR for training and operational purposes.

Submission Guidelines for Category 7:

Offerors are requested to submit proposals that:

- Outline their capabilities and experience in delivering the specified services.
- Demonstrate a clear understanding of future cybersecurity challenges and their readiness to adapt to technological advancements.
- Include evidence of previous successful implementations or case studies.
- Detail the scalability, integration capabilities, and support services of their solutions.

D. INSTRUCTIONS TO OFFERORS

D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and any subsequent contract, the following terms have the meanings set forth below:

City: The City of Tucson, Arizona

Contract: The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this solicitation and any Addenda to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Offeror as finally negotiated and accepted by the City.

Contractor/Consultant:A Successful Offeror that enters into a Contract with the City.

Contract Representative: The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

Business Services Director: The contracting authority for the City, authorized to sign contracts and addenda thereto on behalf of the City.

May: Indicates something that is not mandatory but permissible.

May not: The indicated party is prohibited from taking the action.

Must: The action or condition is required.

Offer: Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

Offeror: Each individual or entity that submits an Offer in response to this solicitation.

Successful Offeror: An Offeror who received a Notice of Award or a Notice of Intent to Award from the City.

Will: The indicated party is promising to take the action or abide by the condition.

D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract

Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation addendum or response through the question and answer portal in the online bidding system. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer, posted through the online bidding system, or posted as a formal solicitation addendum will be binding.

D.4. ADDENDUM OF SOLICITATION

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at https://procurement.opengov.com/portal/tucson-az and follow the City of Tucson will receive email notifications of solicitation addenda.

D.5. UNDERSTANDING SCOPE OF WORK

Before submitting an Offer to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

D.6. PREPARATION OF OFFER

A. Form and Organization. If Offer forms are included in this Solicitation, Offeror's Submittal must be on those forms. Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.

B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."

C. Offer Contents. Offeror's submittal must contain responses to all sections of this solicitation, any Offer forms provided must be completed and any requested supporting documentation must be attached.

D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.

E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.

F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.

G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.

I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.

J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

D.7. PAYMENT DISCOUNTS

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

D.8. TAXES

The City is exempt from federal excise tax, including the federal transportation tax, but is not exempt from any other taxes, including state and local sales and excise taxes.

D.9. EXCEPTIONS TO CONTRACT PROVISIONS

By submitting an offer in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its Offer, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

D.10. PUBLIC RECORD

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

D.11. CONFIDENTIAL INFORMATION

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its Offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request the scope of which includes a document submitted by Offeror and marked "CONFIDENTIAL", the Contract Officer will make a written determination regarding whether the document will be provided to the requestor. If the Contract Officer determines that the document should be released, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the documents, the City may release the documents without any liability to Offeror.

D.12. WHEN AND HOW TO SUBMIT OFFERS

In order to be considered, Offeror must, no later than the Offer Submittal Deadline, submit its Offer electronically through the City's online bidding system: https://procurement.opengov.com/portal/tucson-az

NOTE: THE ENTIRE OFFER MUST BE IN ""SUBMITTED"" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN ""SUBMITTED"" STATUS BY THE OFFER SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.

D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST

Offeror will not communicate, orally or in writing, with any member of the Mayor and Council, or with any City staff outside the Procurement Division of the Business Services Department, regarding this Solicitation. By submitting an Offer, Offeror warrants that:

A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.

B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.

C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.

D. No employee of the City involved in this Solicitation process, or any family member of such an employee, has any substantial financial interest in Offeror's firm. No member of the City of Tucson Mayor and Council who has, or whose family member has, any substantial financial interest in Offeror's firm will participate in any action taken by the Mayor and Council with respect to this Contract. The terms "relative" and "substantial interest" have the meanings assigned in A.R.S. § 38-502

The City may disqualify Offeror from further participation in the solicitation process if the City determines that any City employee or official involved in this Solicitation process has an actual or apparent conflict of interest or if Offeror has engaged in any collusion or anti-competitive practices.

D.14. WITHDRAWAL OF OFFER; BINDING OFFER

By submitting an Offer in response to this Solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted Offer at any time prior to the Offer Submittal Deadline. Telephonic or oral withdrawals are not effective.

Offeror cannot withdraw an Offer that is in "submitted" status as of the Offer Submittal Deadline unless the Director of the Business Services Department consents in writing to the withdrawal. The Offer will be irrevocable for 90 days after the Offer Submittal Deadline.

D.15. DISCUSSIONS

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

D.16. VENDOR REGISTRATION; BUSINESS LICENSE

In order to be eligible for award of a Contract, Offeror must:

A. Register with the City's Business Services Department. Registration can be completed at https://procurement.opengov.com/portal/tucson-az

B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. For questions contact the City's Business License Section at (520) 791-4566 or email at license@tucsonaz.gov

E. OFFER EVALUATION AND CONTRACT AWARD

E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)

A. Method of Approach

B. Qualifications and Experience

C. Support and Services

D. Price Proposal

E.2. INTERVIEWS

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process. The City will not reimburse the Offeror for any costs Offeror incurs during its participation in the interview process.

E.3. ADDITIONAL INVESTIGATIONS

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

E.4. OTHER INFORMATION

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's Offer may be taken into consideration during the evaluation process.

E.5. PRICE

A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating the pricing component of each Offer.

B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's pricing. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

E.6. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT OFFERS

Notwithstanding any other provision of this solicitation, the City may:

A. Waive any immaterial defect or informality; or

B. Reject any or all submittals, or portions thereof; or

C. Reissue the solicitation.

E.7. CONTRACT NEGOTIATIONS

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

E.8. AWARD OF CONTRACT

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within ten (10) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

E.9. MULTIPLE AWARDS

The City, at its sole discretion, may award multiple Contracts.

E.10. SUBMITTAL RESULTS

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at https://procurement.opengov.com/portalucson-az/contracts

E.11. PROTESTS

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

A. The name, address, and telephone number of the protestant;

B. The signature of the protestant or its representative;

C. The solicitation or Contract number;

D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and

E. The form of relief requested.

F. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)

1.	**Method of Approach** A. Provide a response to the Axia Cooperative Solicitation Attachment D. 1. Include the following detailed response to Attachment D, Exhibit A a. Acknowledge section 2.0-2.3 by initialing this section. b. Provide a written response to Section 3.0 through 3.3, Axia Cooperative Response for National Cooperative Contract. c. Responses should highlight experience, demonstrate national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to Axia Cooperative. 2. The successful offeror will be required to sign (in Attachment D), Exhibit B, Axia Cooperative Administration Agreement. a. Offerors should review Exhibit B and should include any proposed exceptions to the Axia Cooperative Administration Agreement with their response. 3. The successful offeror is required to complete and sign (in Attachment D) Exhibit G – Federal Funds Certification. 4. Include a response to Exhibit H – New Jersey Business Compliance (satisfies the requirements for cooperative purchasing in New Jersey).	N/A	N/A

	A. Complete the Offeror Questionnaire below. 1. If appropriate, submit additional documentation demonstrating how the proposed solution, product and/or service satisfies the requirement or answers the question. The scope of the RFP includes the following seven categories. Please check the box next to each category for which you are proposing: a. ___ 1. Security Solutions and Tools b. ___ 2. Identity and Access Management (IAM) Solutions c. ___ 3. Data Security and Privacy d. ___ 4. Security Consulting and Advisory Services e. ___ 5. Regulatory Compliance and Governance Services f. ___ 6. Managed Security and Professional Services g. ___ 7. Emerging Technologies and Future-Proofing Services 2. For each item below, unless already noted, please identify which category/categories your response applies to. If the item is not applicable to the category/categories you are responding to, please enter “N/A.” Please note that the City has provided some details on our specific requirements in the Scope of Work. Your responses below should address any deviations from those requirements. Every solution, product and service should be accompanied by pricing in the Pricing section of this RFP. Please include a full offering of all available		

	solutions, products, and services. a. Please describe the Security solution(s) you are proposing (Category 1). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here. b. Please describe the Identity and Access Management (IAM) solution(s) you are proposing (Category 2). If there are multiple solutions that are being offered and made available to the City and participating agencies through this contract, please detail them here. c. Please describe the Data Security and Privacy solution(s) you are proposing (Category 3). If there are multiple solutions that are being offered and made available to participating agencies through this contract, please detail them here. d. What Security Assessment Methodology do you use? Describe the key aspects of the process. e. What definition of risk do you use? How does your Security Assessment Methodology generate risk ratings? Is your methodology qualitative, quantitative, or hybrid? f. How does your solution ensure zero disruption while conducting tests and gathering data? g. What minimum system and/or infrastructure requirements, if any, exist prior to		

	implementing your proposed solution(s)? h. Please describe how your proposed solutions(s) measure effectiveness. i. Please describe your proposed vulnerability management processes. What happens when an asset requires patching? j. How does your proposed solution address unknown or zero-day threats? k. How effective, in percentage, is your proposed solution proven to be effective at preventing malware threats? Please provide factual evidence to support this. l. Please describe available reports generated by your proposed solution(s). Please include ability to generate custom reports. m. Please describe your proposed knowledge base. Is there a multi-customer knowledge base available? Is there a custom knowledge base available just for the City? How is this built and updated with current best practices? How are real world incidents documented and used for improving the knowledge base? n. If your firm is proposing Solutions (Categories 1 – 3), please outline any programs or certifications available for 3rd party consultants and service providers. o. What physical products, such as firewall devices, IDS (Intrusion Detection Systems), IPS (Intrusion		

	Prevention Systems), etc., are available? p. Please provide a detailed description of a migration to your proposed solution(s). Be sure to include cost and time investments required by the City. q. Describe how AI is built into your proposed solution(s) and what interactions with AI tools the City can expect. r. Specific to Security Consulting and Advisory Services (Category 4), please detail your firm's scope of available services. s. Specific to Regulatory Compliance and Governance Services (Category 5), please detail your firm's scope of available services. t. Specific to Security Architecture and Integration Services (Category 6), please detail your firm's scope of available services. u. Specific to Emerging Technologies and Future-Proofing Services (Category 7), please detail your firm's scope of available services. v. If your firm is proposing Services only, please detail any software or programs you utilize in the course of delivering the services. Please detail if and how we have access to such software.		

2.	**Qualifications & Experience** A. If your firm is proposing Services only, please detail which solutions your firm has experience with. Include number of staff with relevant experience and credentials specific to each solution. B. If your firm is both the manufacturer of your solution and you are providing services, please detail your services team. Include number of staff with relevant experience and credentials specific to each solution. C. Provide a brief history and description of your firm. Discuss firm's national presence in the Cybersecurity industry. Please include information on previous company names and mergers, if applicable. D. Provide a list of all certifications related to Cybersecurity that your firm holds. E. Provide the total number and location of salespeople and customer service representatives employed by your firm. F. Provide the total number and locations of service / consulting professionals that you expect to work directly with the City. G. Detail your firm's experience working with government agencies. Specifically detail your experience with: 1. Cities 2. Counties 3. School Districts 4. States 5. Colleges and Universities H. Provide the number and location of support centers, if applicable. I. Provide a summary of your experience in performing work similar to that outlined in this solicitation.	N/A	N/A

	J. Provide a minimum of three references for which your firm has provided the same solution (please include organization name, address, contact person, phone number, email address and dates of service). References from other public agencies, particularly municipal governments, are preferred. K. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s) that will be designated to work with the City. Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference. L. Provide information regarding if your organization ever failed to complete any work awarded. M. Detail any instances where your firm was contracted to provide Cybersecurity Products, Solutions, and/or Services and a data or other breach occurred, if applicable. How did your firm respond? What was the cause of the breach? What was the result? N. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.		

3.	**Support and Services** A. Please describe your proposed penetration testing service(s). Please include details of methods used and what scenarios (such as social engineering, phishing, etc.) these services are designed to address. B. Please describe how your proposed solution and/or service addresses false positives. C. Describe proposed incident severity levels. Who gets notified at each level? D. Please describe the incident response process. Include details as to what triggers the process, when legal and/or forensics teams become involved, and what communication (internally with a customer and externally with the media) procedures look like. E. At what point is a contingency plan put into place? F. Please detail available training programs. Are there any additional costs for these programs? G. How do you measure success for training programs? H. Please describe training available for individuals who fall victim to attacks, either real or simulated? I. What does your firm do to help us, the customer, endure a large-scale incident? J. Does your firm offer additional Cybersecurity services that have not been mentioned in this document but that we should consider? K. Does your firm allow for engagements that may require less than full time equivalent hours?	N/A	N/A
4.	**Price Proposal** Provide price proposal as requested on the Price Page attached as Attachment F herein.	N/A	N/A

G. SPECIAL TERMS AND CONDITIONS

G.1. AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for performance under this Contract. The City's obligation for performance of this Contract is contingent upon the availability of funds from which payment for Contract purposes can be made. No legal liability on the part of the City for any payment may arise for performance under this Contract until funds are made available for performance of this Contract.

G.2. COOPERATIVE PURCHASING

Any Contract resulting from this solicitation shall be for the use of the City of Tucson. In addition, public and Axia Cooperative or entered into a Cooperative Purchasing Agreement with the City of Tucson's Departmen any subsequent Contract. See http://www.tucsonprocurement.com/coop_partners.aspx and click on Coope agencies that have currently entered into Cooperative Purchasing Agreements with the City of Tucson. Addi Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/home/showdoc agencies. The parties agree that these lists are subject to change. Any orders placed to, or services requir requested by each participating agency. Payment for purchases made under this agreement will be the sol The Contractor may negotiate additional expenses incurred as a result of participating agencies' usage of thi expenses, etc.). The City shall not be responsible for any disputes arising out of transactions made by others copy of the complete Contract to the City of Tucson Department of Procurement upon receipt of the Notice successful Contractor(s) may also be requested to provide an electronic copy of the complete Contract to a

View Comment

G.3. FOB DESTINATION FREIGHT PREPAID

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

G.4. LIVING WAGE REQUIREMENTS

Contractor will comply with all applicable provisions of the City's Living Wage Ordinance (Article XIV of the Tucson Procurement Code). Contractor will, upon request, affirm in writing that Contractor is in compliance and will provide City with information and documentation demonstrating that compliance. The City's Living Wage ordinance can be found at the following link: https://tucsonprocurement.com/bidders_livingwage.aspx.

G.5. PRICE ADJUSTMENT

At least 90 days before the date that the Contract is eligible for extension, Contractor may submit to the Contract Officer a request for price adjustments based on documented increased Contractor costs and the City may, at its discretion, make price adjustments, which will apply during the extension term.

G.6. TERM AND RENEWAL

The term of the Contract will commence when awarded to Contractor and remain in effect for a period of three (3) years, unless terminated, canceled or extended as otherwise provided herein. The City may, at its sole option, extend the Contract's term for up to two (2) additional **one-year periods** or portions thereof.

G.7. TRAVEL EXPENSE ALLOWANCES

The City's allowance is limited to the total expense resulting from traveling directly to the destination and staying only the number of days necessary to conduct official business. The Consultant is encouraged to arrive earlier or stay longer than is necessary if doing so will result in savings to the City. In some cases, because of airline discount terms, an additional day(s) of travel will result in substantial airfare savings -- enough savings to offset additional lodging and per diem costs. The Consultant shall fly coach when the flight includes both coach and first-class seats. First-class seats may be allowed if coach seats are not available and no other flight can be substituted. At travel destinations, the City will reimburse the Consultant for the use of airport limousines and taxis. No receipts are required for reimbursement of such expenses. Additional fees or fares incurred during air travel must be substantiated by a receipt. The total reimbursement for vehicular transportation shall in no case exceed the amount that would be incurred using air transportation. Travel by personal vehicle shall be reimbursed in accordance with the current Federal per diem rates. All vehicular parking or storage costs will be reimbursed. Receipts are not required. Vehicle expense reimbursements will be paid only to the vehicle owner. Passengers are not entitled to vehicular expense reimbursement.

The City will pay the actual cost of rooms including tax based upon the Federal Per Diem rates. Both the room rate and tax paid must be substantiated by a receipt that indicates payment has been made. All in-state travel will be reimbursed at the City's per diem rate. A complete list of the Federal GSA Per Diem rates are available at: http://www.gsa.gov/portal/category/100120.

For meals and miscellaneous expenses, the Consultant may choose to receive either (1) the Federal GSA per diem amount (a flat rate), or (2) a reimbursement for actual expenses. A higher dollar amount is allowed under the actual expense reimbursement option; however, receipts must be retained under this option. The Consultant is not required to keep receipts if the per diem option is chosen.

Only one method of reimbursement can be used for the entire trip (i.e., the Consultant cannot request a per diem amount for some days and actual expense reimbursement for other days).

Meals provided for by another agency or others will be subtracted, if the per diem allowance is elected. For days of arrival and departure, the per diem amount will be determined by adding the amounts below for each meal the Consultant eats at the travel destination. The FY12 meal per diem for Tucson, Arizona is as follows:

The Consultants who select the per diem option and spend less than the per diem amount are encouraged to request a reimbursement only for the amount actually spent. No receipts are required to receive actual reimbursement where the amount requested is less than or equal to the per diem amount.

Miscellaneous expenses include local phone calls, snacks, and gratuities. Miscellaneous expenses are included in the per diem rate. If the actual expense reimbursement option is chosen for out-of-state travel, receipts are required for miscellaneous expenses.

Long distance telephone charges are allowed for official calls, and are governed by the following: Calls for official City business other than to City offices shall be paid by the Consultant. The Consultant will be reimbursed upon submission of appropriate documentation relative to cost and purpose of the call, and with the approval of the City Representative for this contract. Calls other than City business shall not be made at City expense.

The above is pursuant to City policy: Administrative Directive 3.03-1, Travel Authorization and Expense Allowance.

H. INSURANCE REQUIREMENTS

H.1. Required Insurance Policies

Contractor will obtain and maintain during the entire term of this Contract and for 2 years after the Contract term ends, the following insurance coverage from insurers that have an “A.M. Best” rating of not less than A-VII:

H.2. Commercial General Liability

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

A. Each Occurrence: $1,000,000
B. General Aggregate: $2,000,000
C. Products & Completed Operations Aggregate: $2,000,000
D. Personal and Advertising Injury: $1,000,000
E. Blanket Contractual Liability: $1,000,000

H.3. Commercial Automobile Liability

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than $1,000,000.

H.4. Worker's Compensation

Policy must have coverage limits no lower than:

A. Per Occurrence: Statutory
B. Employer's Liability: $1,000,000
C. Disease Each Employee: $1,000,000
D. Disease Policy Limit: $1,000,000
E. [If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

H.5. Professional Liability - Technology Errors & Omissions

Policy must have coverage limits no lower than:

A. Each Claim: $1,000,000

B. General Aggregate: $2,000,000

H.6. Network Security (Cyber) and Privacy Liability

Policy must have coverage limits no lower than:

A. Each Claim: $1,000,000

B. Annual Aggregate: $2,000,000

Such insurance shall include, but not be limited to, coverage for third party claims and losses with respect to network risks (such as data breaches, unauthorized access or use, ID theft, theft of data) and invasion of privacy regardless of the type of media involved in the loss of private information, crisis management and identity theft response costs. This should also include loss of use, breach notification costs, credit remediation and credit monitoring, defense and claims expenses, regulatory defense costs plus fines and penalties, cyber extortion, computer program and electronic data restoration expenses coverage (data asset protection), network business interruption, computer fraud coverage, and funds transfer loss.

In the event that the Network Security and Privacy Liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract and, either continuous coverage will be maintained, or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

H.7. Policy Change Notice

Contractor will give the City 30 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

H.8. Additional Insured

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract. The coverage must be primary and any insurance carried by City is excess and not contributing.

H.9. Claims-Made Coverage

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

H.10. Additional Requirements

Each insurance policy required by this Contract, excluding Professional Liability (Errors & Omissions), must include or be endorsed to include to provide the following:

A. A waiver of subrogation endorsement in favor of the City, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).

B. The policy is primary and any insurance carried by the City is excess and not contributing.

C. The coverage provided by the policy is not limited to the liability assumed under the indemnification provisions of this Contract.

D. The insurer will provide written notice to the City at least ten (10) calendar days before the policy is terminated or cancelled or the coverage is reduced.

H.11. Verification of Coverage

A. Contractor will give the City certificates of insurance (ACORD form or equivalent approved by the City), signed by an authorized representative of the insurer, showing that the Contractor has all the insurance required by this Contract.

B. Contractor must deliver the certificates directly to the Procurement Division of the City's Business Services Department before the Contractor commences work under this Contract.

C. The certificates must contain the City project/contract number and project description.

D. The City reserves the right to require complete copies of all insurance policies required by this Contract at any time.

H.12. Subcontractors

Contractors' insurance certificate(s) must include all subcontractors as insureds under its policies or Contractor must give the City separate certificates and endorsements for each subcontractor showing that each subcontractor has the insurance coverage described above.

H.13. Public Entities

If Contractor or any sub-contractor is a public entity that self-insures as permitted by law, **then** the insurance requirements in this Section 8 will not apply to that entity and that entity must instead provide a Certificate of Self- Insurance.

H.14. Sufficiency of Coverage

The City in no way warrants that the required minimum insurer rating in this Contract is sufficient to protect the Contractor from potential insurer insolvency, nor that the required liability limits are sufficient to protect Contractor.

I. STANDARD TERMS AND CONDITIONS

I.1. ADVERTISING

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

I.2. COMPLIANCE WITH LAWS

The parties will comply with all federal, state and local laws, rules, regulations, standards and Executive Orders including, without limitation, the following:

A. Americans with Disabilities Act. Contractor will comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 -- 12213) and applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36.

B. Workers' Rights Laws. Contractor will comply with all applicable provisions of Federal and State Child Labor and Workers' Rights laws and agrees if called upon to affirm in writing that they and any subcontractors working under this Contract are in compliance.

C. Affirmative Action. Contractor will comply with Chapter 28, Article XII of the Tucson City Code Chapter 28.

I.3. GOVERNING LAW AND VENUE

This Contract is governed by the laws of the State of Arizona and the City and Contractor will have all remedies afforded to each by the Tucson Procurement Code and the laws of the State of Arizona. Any lawsuits regarding this Contract must be brought in a court of competent jurisdiction in Pima County, Arizona.

I.4. ARBITRATION

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

I.5. ASSIGNMENT

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

I.6. SUBCONTRACTS

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and

conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

I.7. PROTECTION OF CITY PROPERTY

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

I.8. COMMENCEMENT OF WORK

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

I.9. CONFIDENTIALITY OF RECORDS

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

I.10. CONTRACT ADDENDA; ADDITIONAL WORK

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any addenda, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal addendum or change order has first been approved and executed by the City.

I.11. ENTIRE CONTRACT; INTERPRETATION

This Contract, which includes all the conditions and requirements set forth in the Solicitation and all addenda to the Solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Offer submitted by Contractor as finally negotiated and accepted by the City,

constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

I.12. SEVERABILITY

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

I.13. DUPLEXED/RECYCLED PAPER

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

I.14. NON-DISCRIMINATION

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

I.15. DELIVERABLES PROPERTY OF CITY; NO LIENS

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City’s prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

I.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor’s and its subcontractors’ compliance with this warranty.

I.17. FORCE MAJEURE

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the

party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

I.18. GRATUITIES

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

I.19. CONFLICTS OF INTEREST

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

I.20. INDEMNIFICATION

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, will indemnify, defend, and hold harmless the City and its officials, employees, volunteers, and agents, from and against all allegations, demands, proceedings, suits, actions, claims (including but not limited to claims of patent, trademark, or copyright infringement), liability, damages, losses, expenses (including but not limited to attorney fees and court costs, including the cost of appellate proceedings, and all claim-adjusting-and-handling expenses) or disbursements of any kind or nature, that may be asserted against, imposed on, or incurred by any of them, in any way relating to or arising from any actions, errors, mistakes or omissions of Contractor or any subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable relating to work, services and/or products provided under this Contract.

Contractor is responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Contractor agrees to waive all rights of subrogation against the City, its agents, officials, employees, and volunteers for losses arising from the work performed by Contractor under this Contract.

I.21. INTELLECTUAL PROPERTY

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("**Product**") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

I.22. INDEPENDENT CONTRACTOR

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

I.23. INSPECTION AND ACCEPTANCE

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

I.24. ISRAEL BOYCOTT DIVESTMENT

If this Contract has a value of $100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

I.25. LICENSES

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

I.26. NON-EXCLUSIVE CONTRACT

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

I.27. OVERCHARGES BY ANTITRUST VIOLATIONS

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

I.28. PAYMENT

A. Form of Payment. The City's preferred method of payment is via credit card, either at the time of ordering or based on an invoice delivered with the goods and services. Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

B. Invoices. Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.

C. Timing of Payments. The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.

D. Payment Discounts. Any early- or timely-payment discounts included in Contractor's Offer will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless taxes and transportation-related charges are itemized, the discount will be calculated using the full invoice amount.

I.29. PROVISIONS REQUIRED BY LAW

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

I.30. FINANCIAL RECORDS AND AUDITS

A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.

B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.

C. Audits. Upon written notice from City, Contractor will obtain and provide to City a contract-specific or general financial audit. The notice from City will specify the period to be covered by the audit, the type of audit and the deadline for completion and submission of the audit results to City. The audit must be performed by a qualified, independent accounting firm and include Contractor's responses, if any, to any audit findings.

D. Access to Books and Records. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).

E. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

F. Subcontractors and Assigns. Contractor will include these requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, or other goods or services under this Contract.

I.31. RIGHT TO ASSURANCE

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

I.32. RIGHT TO INSPECT

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

I.33. NO WAIVER

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or

accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

I.34. SUSPENSION OF WORK

The City may order Contractor to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the City determines appropriate for the convenience of the City. The order must be in writing and signed by the City's Business Services Director.

I.35. TERMINATION OF CONTRACT

A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.

B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.

C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor if continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages resulting from termination under this paragraph.

I.36. TITLE AND RISK OF LOSS

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

I.37. ACCEPTANCE

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

I.38. WAGE COMPLIANCE

Contractor shall pay their eligible employees the highest of:

A. the City of Tucson minimum wage

B. the State of Arizona minimum wage

C. if applicable, the Tucson Living Wage

Contractor shall cooperate with all efforts of the City of Tucson's Labor Standards Unit (LSU) to monitor and ensure compliance with applicable labor standards to include, but not be limited to, the following:

- Providing copies of pertinent documentation upon request
- Cooperating with audits and interviews
- Abiding by deadlines and adhering to due dates for determinations and appeals filings

Contractor agrees to educate their employees on the applicable wage(s) that law requires them to minimally be paid.

All timely complaints that are received by the LSU will be evaluated in accordance with the procedures posted on the LSU's webpage: www.tucsonaz.gov/minimumwage

I.39. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394

If Contractor engages in for-profit activities and has at least ten full time employees, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Contractor becomes aware during the term of the contract that it is not in compliance with the written certification, it must notify the City within five business days after becoming aware of the noncompliance. This Contract will be automatically terminated 180 days after the date of the notice unless Contractor has, before the end of that period, notified the City that the noncompliance has been remedied.

J. VENDOR QUESTIONNAIRE

J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by _____%, if payment is made within _____ days. These payment terms shall apply to all purchases and to all payment methods.

J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

City of Tucson Business License

If yes on the above question please upload your business license.

J.3. Forms to be filled out

Please ensure that all required information is included with your offer.

A. Technical Proposal
B. Pricing Proposal
C. Offer and Acceptance Form
D. Attachment B - COT ARPA Terms and Conditions
E. Attachment D - Axia Cooperative Solicitation Attachments for Cybersecurity COT
F. Attachment F - Cybersecurity Price Sheet

Technical Proposal*

Please upload your Vendor Response to Evaluation Criteria.

*Response required

Pricing Proposal

Please upload your Pricing Proposal (if applicable).

Offer and Acceptance Form*

Please upload the signed Offer and Acceptance Form.

*Response required

Confidential Information

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

☐ Yes
☐ No

[redacted]Confidential Information*

Does your response to this solicitation contain a request to hold some portion of your response confidential and withhold from public record?

Please note: The City of Tucson is a public agency subject to public records laws. Therefore, all requests to withhold information from the public record must be accompanied by justification. Pricing will not be held confidential.

*Response required

[redacted]Exceptions*

In accordance with Paragraph D.9 of the Instructions to Offerors, any exceptions that an offeror wishes to submit for the City's consideration must be indicated here in order to be considered.

Is your firm submitting any exceptions for the City's consideration?

*Response required

OFFER AND ACCEPTANCE

OFFER

TO THE CITY OF TUCSON:
The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

Printed Name

_____
Title

For clarification of this offer, contact:

Name: _____

Title: _____

Phone: _____

Fax: _____

E-mail: _____

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. _____.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This _____ day of _____ 20_____

_____
As Tucson City Attorney and not personally personally

Awarded:

This _____ day of _____ 20_____

_____
As Director of Business Services and not

City of Tucson – American Rescue Plan Act (ARPA) Terms and Conditions

Notice: The contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Tucson under the American Rescue Plan Act ("ARPA").

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Tucson:

1. **Equal Opportunity**. Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by EO 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Minority and Women Business Enterprises (*if applicable to this Contract*) Contractor hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), ***when applicable.*** Accordingly, the Contractor hereby agrees to take affirmative steps to assure that women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

a. Including qualified women's business enterprises and small and minority businesses on solicitation lists;
b. Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
d. Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
e. Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
f. If any subcontracts are to be let, requiring the prime Contractor to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

2. **Suspension and Debarment. (applies to all purchases.)** (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Contractor is required to verify that none of Contractor's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
(B) The Contractor must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(C) This certification is a material representation of fact relied upon by the City of Tucson. If it is later determined that the contractor did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(D) The Contractor agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.) Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Contractor shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Purchases over $100,000 - Contractors must sign the certification on the last page of this addendum

4. Access to Records. (applies to all purchases.) (A) The Contractor agrees to provide the City of Tucson, the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.

(B) The Contractor agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

5. Rights to Inventions Made Under a Contract or Agreement. Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.

6. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over $100,000, when laborers or mechanics are used.) Where applicable, all contracts in excess of $100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall 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.

7. <u>Clean Air Act & Federal Water Pollution Control Act</u> (applies to purchases of more than $150,000.)

(A) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(B) The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(C) The Contractor agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Tucson and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(D) Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

8. <u>Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)</u>

Contractor is prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

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

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

> (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
>
> (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
>
> (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

9. <u>Buy USA - Domestic Preference for certain procurements using federal funds</u>. Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

> (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

10. Procurement of Recovered Materials: (applies only if the work involves the use of materials)

(A) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

(B) Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

(C) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

11. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

12. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.

13. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Contractor is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

- This form is required only for purchases of more than $100,000 -

31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

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

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

_____ Date: _____

Signature of Contractor's authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

ATTACHMENT D

Requirements for National Cooperative Contract To be Administered by Axia Cooperative

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Axia Cooperative Exhibit A –	AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
Axia Cooperative Exhibit B –	AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE
Axia Cooperative Exhibit C –	AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE
Axia Cooperative Exhibit D –	AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
Axia Cooperative Exhibit E –	AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE
Axia Cooperative Exhibit F –	AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT
Axia Cooperative Exhibit G –	FEDERAL FUNDS CERTIFICATIONS
Axia Cooperative Exhibit H –	NEW JERSEY BUSINESS COMPLIANCE (Optional)

AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

The **City of Tucson, AZ**, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for **Cybersecurity Products, Solutions, and Services**. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier’s products and services to Participating Public

Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service
D. Training sessions for Public Agency teams
E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an administrative fee of [redacted] of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50m annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated

to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

Supplier Acknowledges and agrees to 2.0 – 2.3, **Supplier Initials:** _____

3.0 SUPPLIER COOPERATVE QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

A. Provide an overview of your company's national distribution capability.

B. List your company's total number of locations and the total number of salespersons employed by your company.

3.2 National Distribution Logistics

A. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

3.3 Marketing and Sales

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

B. Will your company commit to training and educating your national sales force about Axia Cooperative and the Master Agreement within 90 days of the award?

C. Will your company commit to the following (**Yes** or **No**):
   i. Creation and distribution of a co-branded press release about the award. _____
   ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days. _____
   iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. _____
   iv. Provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement. _____
   v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). _____
   vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
      i. Axia Cooperative standard logo; _____
      ii. Summary of Products and pricing; _____
      iii. Marketing Materials; _____

iv. Electronic link to Axia Cooperative's website, including the online registration page; _____
v. A dedicated telephone number and email address for Axia Cooperative. _____

D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well. _____

E. How will your company proactively sell the Master Agreement to Public Agencies nationwide?

F. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.

G. Provide contact information for the person(s) from your company who will be responsible for:
   i. Marketing the City of Tucson Axia Master Agreement:
      i. Name: _____
      ii. Title: _____
      iii. Email: _____
      iv. Telephone #: _____
   ii. Sales Leadership efforts of the Master Agreement on a national basis:
      i. Name: _____
      ii. Title: _____
      iii. Email: _____
      iv. Telephone #: _____
   iii. Financial Reporting:
      i. Name: _____
      ii. Title: _____
      iii. Email: _____
      iv. Telephone #: _____

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20__, between Axia Coop LLC ("Axia Cooperative"), and _____ ("Supplier").

Recitals

WHEREAS, the _____ (the "Lead Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit _ and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit _) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall havethe meanings given to them in the Master Agreement.

EXAMPLE

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXAMPLE

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

EXAMPLE

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to Axia Cooperative from Supplier in the amount of percent ([redacted]) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit E ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative's costs and expenses related to such audit.

EXAMPLE

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. Axia Coop LLC
   i. Attn: Ken Heckman, Founder & CEO
   ii. 348 Julianna Circle, Franklin, TN 37064
B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

EXAMPLE

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature
Ken Heckman

Name
Founder & Chief Executive Officer

Title

Date

EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate ("**Lead Procurement Agencies**") with Axia Coop LLC ("**Axia Cooperative**") to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Lead Procurement Agency and the Participating Public Agencies;

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

EXAMPLE

6. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non- procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

EXAMPLE

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC ("Axia Cooperative"), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Procurement Administrator of and on behalf of City of Tucson ("Lead Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, City of Tucson

_____

Signature

_____

Name

_____

Title

_____

Date

EXAMPLE

COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

AXIA COOP LLC EXHIBITS

EXHIBIT _ - AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

Axia Cooperative Contract Sales Monthly Report

Supplier Name:

Contract Sales Report Month:

Contract ID:

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by Axia Cooperative and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Axia Cooperative and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

NATIONWIDE REQUIREMENTS

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:
BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR
CITY OF CONDON, OR CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT
AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT
CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT
ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT HYRUM, UT INDEPENDENCE, UT IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT
SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA KAUAI COUNTY, HI
KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING AUTHORITY OF PORTLAND ILLINOIS VALLEY FIRE DISTRICT LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR COUNTY JAIL, OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:
ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT CANYON RIM ACADEMY , UT CANYONS DISTRICT , UT CARBON SCHOOL DISTRICT , UT CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT ENTHEOS ACADEMY , UT EXCELSIOR ACADEMY , UT FAST FORWARD HIGH , UT FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT GATEWAY PREPARATORY ACADEMY , UT GEORGE WASHINGTON ACADEMY , UT GOOD FOUNDATION ACADEMY , UT GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT GUADALUPE SCHOOL , UT HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT IRON SCHOOL DISTRICT , UT ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT MONTICELLO ACADEMY , UT MORGAN SCHOOL DISTRICT , UT MOUNTAINVILLE ACADEMY , UT MURRAY SCHOOL DISTRICT , UT NAVIGATOR POINTE ACADEMY , UT NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT ODYSSEY CHARTER SCHOOL , UT OGDEN PREPARATORY ACADEMY , UT OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT PINNACLE CANYON ACADEMY , UT PIUTE SCHOOL DISTRICT , UT PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT QUAIL RUN PRIMARY SCHOOL , UT QUEST ACADEMY , UT RANCHES ACADEMY , UT REAGAN ACADEMY , UT RENAISSANCE ACADEMY , UT RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT SOUTH SANPETE SCHOOL DISTRICT , UT SOUTH SUMMIT SCHOOL DISTRICT , UT SPECTRUM ACADEMY , UT SUCCESS ACADEMY , UT SUCCESS SCHOOL , UT SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT SYRACUSE ARTS ACADEMY , UT THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT TINTIC SCHOOL DISTRICT , UT TOOELE SCHOOL DISTRICT , UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT UTAH ELECTRONIC HIGH SCHOOL , UT UTAH SCHOOLS FOR DEAF & BLIND , UT UTAH STATE OFFICE OF EDUCATION , UT UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT WASATCH SCHOOL DISTRICT , UT WASHINGTON SCHOOL DISTRICT , UT WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION
ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

A. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

D. 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 CFR Part 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 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). 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.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

E. 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 CFR Part 5). 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.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and

submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will 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 (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency 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 CFR part 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 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.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? (Y / N) _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact Axia Cooperative's ability to promote the Master Agreement in the State of New Jersey.

DOC #1 Ownership Disclosure Form

DOC #2 Non-Collusion Affidavit

DOC #3 Affirmative Action Affidavit

DOC #4 Political Contribution Disclosure Form

DOC #5 Stockholder Disclosure Certification

DOC #6 Certification of Non-Involvement in Prohibited Activities in Iran

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

PART II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

PART III

DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

PART IV

CERTIFICATION

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

_____
Signature

_____, 20__

_____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER $50,000 TOTAL PROJECT COST:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

PART I – VENDOR INFORMATION

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature

Printed Name and Title

PART II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #s: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title)

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

_____

Name of Business

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of the organization:

☐ Partnership ☐ Limited Liability Partnership ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Company ☐ Corporation

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

DOC #9 – MACBRIDE-PRINCIPLES FORM

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____ **Vendor / Bidder:** _____

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

☐ The Vendor/Bidder has no business operations in Northern Ireland;

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date

CITY OF TUCSON RFP 240160
CYBERSECURITY PRODUCTS, SOLUTIONS, AND SERVICES
PRICE SHEET

Instructions

Within the **Core Pricing** section in each Category, please provide pricing (within cells highlited in yellow) for annual cost, subscription, license, services, etc., based on the **example scenario information** below. Your price for each item (excluding services priced at hourly rates) should account for a one-year term for that item. Services in the Core Pricing section should be priced with an hourly rate.

Example Scenario Information
Endpoints: 5,000
Users: 5,000
Network Devices: 300
Firewalls: 10
Daily Data Log Size: 200 GB

Please use the **Extended National Pricing** section towards the bottom of each Category to expand upon and list all additional products, solutions and services you offer in each.

Your extended pricing should be comprehensive. Detail how pricing will be applied (base pricing, discount structure, etc.) for Axia Cooperative's participating agencies with differing needs than those specified in the example scenario above.

Category 1: Security Solutions and Tools

Core Pricing

Item	Base Price	Discount %	Price
Secure Access Service Edge (SASE) Solution	$ -		$ -
Annual Maintenance For SASE Solution	$ -		$ -
Cloud Access Security Broker (CASB) Solution	$ -		$ -
Annual Maintenance For CASB Solution	$ -		$ -
Web Application Firewall (WAF) and DDoS Mitigation Solution	$ -		$ -
Annual Maintenance For WAF and DDoS Mitigation Solution	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
Security Solutions Consulting	$ -
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 2: Identity and Access Management (IAM) Solutions

Core Pricing

Item	Base Price	Discount %	Price
Privileged Access Management (PAM) Solution	$ -		$ -
Annual Maintenance For PAM Solution	$ -		$ -
Passwordless Authentication Solution	$ -		$ -
Annual Maintenance For Passwordless Authentication Solution	$ -		$ -
Adaptive Access Controls Solution	$ -		$ -
Annual Maintenance For Adaptive Access Controls	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
IAM Solutions Consulting Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 3: Data Security and Privacy

Core Pricing

Item	Base Price	Discount %	Price
Data Discovery and Classification Tool	$ -		$ -
Annual Maintenance For Data Discovery and Classification Tool	$ -		$ -
Regulatory Compliance Management Tool	$ -		$ -
Annual Maintenance For Regulatory Compliance Management Tool	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
Data Security and Privacy Consulting Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 4: Security Consulting and Advisory Services

Core Pricing

Service	Hourly Rate
Cybersecurity Strategy Development	$ -
Framework Implementation Guidance	$ -
Risk Management Consultation	$ -
Policy and Governance Development	$ -
Incident Response Planning Support Services	$ -
Emerging Technology Advisory Services	$ -
Vendor Selection and Technology Guidance	$ -
GRAND TOTAL	$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	$ -
Emerging Regulation Advisory Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount %	Price
MDR for On-prem Infrastructure	$ -		$ -
MDR for SaaS Apps	$ -		$ -
MDR for Cloud Infrastructure	$ -		$ -
Network Devices Monitoring	$ -		$ -
Firewalls	$ -		$ -
Data Log Sizes (per day)	$ -		$ -
GRAND TOTAL			$ -

Service	Hourly Rate
Security Architecture and Integration Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing
Item 1	Insert description here.	

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			

Category 7: Emerging Technologies and Future-Proofing Services

Core Pricing

Service	Hourly Rate
Artificial Intelligence (AI) and Machine Learning (ML) Based Security Tools Consulting	$ -
Blockchain Technologies Consulting Services	$ -
Internet of Things (IoT) Security Solutions Consulting	$ -
Future-proofing Consulting Services	$ -
Data Security-Related Consulting Services	$ -
GRAND TOTAL	$ -

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Item 1	Insert description here.			