CITY OF TUCSON

Contract No. 240160 - 09

CyberSecurity Products, Solutions, and Services

Vendor: MGT of America Consulting, LLC

Group: 5, 6

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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 Request for Proposal which is incorporated by reference as if fully set forth herein.

MGT of America Consulting, LLC
Company Name

4320 West Kennedy Blvd., Ste 200
Address

Tampa | **FL** | **33609**
City | State | Zip

Signature of Person Authorized to Sign

Robert Holloway
Printed Name

Sr. Vice President
Title

For clarification of this offer, contact:

Name: **Nikhil Pattak**

Title: **Technical Architect**

Phone: **717-982-5952**

Fax:

E-mail: **npattak@cirainfotech.com**

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. 240160-09.

CITY OF TUCSON, a municipal corporation

Approved as to form:

This 14th day of August 2024

Regina Nassen for
As Tucson City Attorney and not personally

Awarded:

This 14th day of August 2024

Nathan Dawn
As Director of Business Services and not personally

CITY OF TUCSON

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

From:	Jansen Jaeger
To:	Christopher Geoffroy
Cc:	Srini Ratnam; Colette Wilson Reaves; Nikhil Pattak; Tracy Garcia
Subject:	RE: [EXTERNAL]RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services
Date:	Thursday, July 25, 2024 11:56:17 AM
Attachments:	image002.png image003.png image004.png image005.png image006.png image007.png image008.png Copy of 240160 BAFO_Cybersecurity_Price_Sheet_MGT 56.xlsx

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Christopher and Tracy,

Thank you for your time earlier today, attached please find MGT's BAFO pricing submission for Categories 5 & 6. If you have any questions or concerns, please let us know.

Warm regards,

Jansen Jaeger
IT Sales Manager
Technology Solutions Group
4320 West Kennedy Blvd.
Tampa, Florida 33609
Cell: 512-413-4483
Email: jjaeger@mgtconsulting.com

Cira InfoTech | MGT

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Wednesday, July 24, 2024 3:33 PM
To: Jansen Jaeger <jjaeger@mgtconsulting.com>
Cc: Srini Ratnam <sratnam@cirainfotech.com>; Colette Wilson Reaves <cwilsonreaves@mgtconsulting.com>; Nikhil Pattak <npattak@cirainfotech.com>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: [EXTERNAL]RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

CAUTION: This email originated from outside of the organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

A response has not been received to my below e-mail. If your company is still interested in submitting pricing for Category 5, please respond to this e-mail by July 25, 2024, 4 p.m. Arizona local time.

Thank you,

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

From: Christopher Geoffroy
Sent: Tuesday, July 16, 2024 7:52 AM
To: Jansen Jaeger <jjaeger@mgtconsulting.com>
Cc: Srini Ratnam <sratnam@cirainfotech.com>; Colette Wilson Reaves <cwilsonreaves@mgtconsulting.com>; Nikhil Pattak <npattak@cirainfotech.com>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: [EXTERNAL]RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Good morning,

Attached is MGT's BAFO submittal document "Cybersecurity_Price_Sheet", when I open the doc on my computer it appears to only have Category 6 and an empty Category 7 tab. It seems that this document is not the original document containing Categories 5 and 6 that I sent, which is in the previous email and also in the attached original email.

If your company is interested in submitting pricing for Category 5, please submit utilizing the spreadsheets that were sent to you.

Thanks,
Chris

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

From: Jansen Jaeger <jjaeger@mgtconsulting.com>
Sent: Tuesday, July 16, 2024 7:41 AM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Srini Ratnam <sratnam@cirainfotech.com>; Colette Wilson Reaves <cwilsonreaves@mgtconsulting.com>; Nikhil Pattak <npattak@cirainfotech.com>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: RE: [EXTERNAL]RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Hi Christopher,

The previous shared BAFO response document titled “Cybersecurity_Price_Sheet” does include BAFO pricing for Category 5 on its own tab.

Please let me know if you need us to complete the updated sheet you shared and resubmit.

Thank you,

Jansen Jaeger
IT Sales Manager
Technology Solutions Group
4320 West Kennedy Blvd.
Tampa, Florida 33609
Cell: 512-413-4483
Email: jjaeger@mgtconsulting.com

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From: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Sent: Monday, July 15, 2024 6:22 PM
To: Jansen Jaeger <jjaeger@mgtconsulting.com>
Cc: Srini Ratnam <sratnam@cirainfotech.com>; Colette Wilson Reaves <cwilsonreaves@mgtconsulting.com>; Nikhil Pattak <npattak@cirainfotech.com>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL]RE: City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

CAUTION: This email originated from outside of the organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good afternoon,

Thank you for sending the BAFO response documented titled "Cybersecurity_Price_Sheet". It seems to only contain BAFO pricing for Category 6.

Would you like to submit BAFO pricing for Category 5 as well? If so, please utilize the "240160 BAFO_Cybersecurity_Price_Sheet_MGT 5,6" document.

Thank you,
Chris

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

From: Jansen Jaeger <jjaeger@mgtconsulting.com>
Sent: Friday, July 5, 2024 1:49 PM
To: Christopher Geoffroy <Christopher.Geoffroy@tucsonaz.gov>
Cc: Srini Ratnam <sratnam@cirainfotech.com>; Colette Wilson Reaves <cwilsonreaves@mgtconsulting.com>; Nikhil Pattak <npattak@cirainfotech.com>; Tracy Garcia <Tracy.Garcia@tucsonaz.gov>
Subject: [EXTERNAL] City of Tucson RFP 240160 CyberSecurity Products, Solutions, and Services

Hi Christopher,

In response to the Intent to Negotiate Letter for RFP 240160 MGT submits the following:

1. Axia Agreement – attached please find the fully completed Axia Agreement.
2. Pricing – Yes, there will be further discounts available for larger projects. MGT is willing to offer additional price reductions and/or rate concessions for large orders. However, these additional discounts are dependent on an understanding of the scope of work and size of the order for volume pricing considerations. MGT is ready and eager for such negotiations as and when the opportunity arises.
3. BAFO Pricing – Please see attached BAFO pricing offer.

If any additional information is needed, please let us know. We look forward to the opportunity to support the City of Tuscon and members of the Axia cooperative.

Thank you,

Jansen Jaeger
IT Sales Manager
Technology Solutions Group
4320 West Kennedy Blvd.
Tampa, Florida 33609
Cell: 512-413-4483
Email: jjaeger@mgtconsulting.com



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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 5: Regulatory Compliance and Governance Services

Core Pricing

Service	Hourly Rate
Comprehensive Compliance Audits and Gap Analyses	$ 190.00
Emerging Regulation Advisory Services	$ 235.00
GRAND TOTAL	$ 425.00

Extended National Pricing

Service	Description	Hourly Rate	# of Employees	Total Price
Comprehensive Compliance Audits and Gap Analyses	Insert description here.	$ 190.00		
Emerging Regulation Advisory Services		$ 235.00		

Category 6: Security Architecture and Integration Services

Core Pricing

Item	Base Price	Discount %	Price
MDR SIEM License for On-prem Infrastructure (5000 end points)	$ 488,000.00	54%	$ 224,480.00
MDR for SaaS Apps* (pricing same as on-prem infra)			
MDR for Cloud Infrastructure* (Same as as on on-prem infra)			
Network Devices Monitoring (300 Devices)- Advanced Monitoring	$ 115,200.00	25%	$ 86,400.00
Firewalls (10)	$ 60,000.00	25%	$ 45,000.00
Data Log Sizes (per day) (200 Gig) (Included in MDR SIEM Pricing)	$ -		$ -
GRAND TOTAL			$ 355,880.00

Service	Hourly Rate
Security Architecture and Integration Services	$ 165.00
GRAND TOTAL	$ 355,880.00

Extended National Pricing

Manufacturer Product	Description/ Specification	Pricing- Per Asset Per Annum		
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-1 (0-500)	$ 216.00	23%	$ 165.75
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-2 (501-1000)	$ 216.00	31%	$ 149.18
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-3 (1,001-2,500)	$ 216.00	38%	$ 134.26
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-4 (2501-5000)	$ 216.00	51%	$ 106.06
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-5 (5,000-10,000)	$ 216.00	61%	$ 83.30
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-5 (10,000-25,000)	$ 216.00	78%	$ 47.54
MDR	SOC Managed Detection and Response - SOC + SIEM - Tier-5 (>25,001)	$ 216.00	81%	$ 40.24
SIEM	SOC Managed Detection and Response - SIEM - Tier-1 (0-500)	$ 97.60	13%	$ 85.00
SIEM	SOC Managed Detection and Response - SIEM - Tier-2 (501-1000)	$ 97.60	22%	$ 76.50
SIEM	SOC Managed Detection and Response - SIEM - Tier-3 (1,001-2,500)	$ 97.60	30%	$ 68.32
SIEM	SOC Managed Detection and Response - SIEM - Tier-4 (2501-5000)	$ 97.60	44%	$ 55.14
SIEM	SOC Managed Detection and Response - SIEM - Tier-5 (5,000-10,000)	$ 97.60	55%	$ 44.06
SIEM	SOC Managed Detection and Response - SIEM - Tier-5 (10,000-25,000)	$ 97.60	77%	$ 22.03
SIEM	SOC Managed Detection and Response - SIEM - Tier-5 (>25,001)	$ 97.60	80%	$ 19.83
Network & Systems Monitoring Services	Network & Systems Monitoring Service - Advanced Monitor - Teir-1 (20+)	$ 35.00	25%	$ 26.25
Network & Systems Monitoring Services	Network & Systems Monitoring Service - Advanced Monitor - Teir-2 (100+)	$ 32.00	25%	$ 24.00
Network & Systems Monitoring Services	Network & Systems Monitoring Service - Advanced Monitor - Teir-3 (500+)	$ 30.00	25%	$ 22.50
Network & Systems Monitoring Services	Network & Systems Monitoring Service - Advanced Monitor - Teir-4 (1,000+)	$ 27.00	25%	$ 20.25
Network & Systems Monitoring Services	Network & Systems Monitoring Service - Advanced Monitor - Teir-5 (5,000+)	$ 23.00	25%	$ 17.25

Service	Description	Hourly Rate	# of Employees	Total Price
SOC L1 Analyst	Insert description here.	$ 105.00	6 (2 per shift /3 shifts)	$ 630.00
SOC L2 Analyst	Insert description here.	$ 120.00	6 (2 per shift/3 shift)	$ 720.00
SOC L3 Analyst	Insert description here.	$ 140.00	3 (1 per shift/3 shifts)	$ 420.00
SOC Manager	Insert description here.	$ 155.00	one	$ 155.00
SOC Subject Matter Expert	Insert description here.	$ 165.00	one	$ 165.00
Incident Response Team	Insert description here.	$ 235.00	one	$ 235.00
Compliance Services	Insert description here.	$ 190.00	one	$ 190.00
NOC L1 Analyst	Insert description here.	$ 95.00	6 (2 per shift /3 shifts)	$ 570.00
NOC L2 Analyst (Including Cloud Management S	Insert description here.	$ 105.00	6 (2 per shift/3 shift)	$ 630.00
NOC L3 Analyst	Insert description here.	$ 120.00	3 (1 per shift/3 shifts)	$ 360.00
NOC Manager	Insert description here.	$ 140.00	one	$ 140.00
Network Subject Matter Expert	Insert description here.	$ 150.00	one	$ 150.00

* - SIEM license pricing per asset per annum is the same for on-prem infrastrucutre, SaaS Apps, and Cloud Infrastructure

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 2% 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.

Answers to Questions 3.1 A and 3.1 B from Page 5 of 49

A. MGT is a professional services consulting company with solutions based on client needs and tailored to their specific demographics. We do not maintain an online ordering or cart system of task order management. If bulk service solutions are needed, we negotiate with each individual client at the time of need to ensure their unique needs are scaled appropriately. MGT has experience with handling MSA orders and upon receipt of a request, will set up the client account in our project management and invoicing systems. We invoice monthly with Net 30 payment terms.

MGT's distribution of services is predicated upon request from the end-user based on finalized solutions. We have no exclusion of states or territories.

B. MGT's total number of locations include:



MGT's Sales department consists of a 20-person team who handles market strategy by region and service, ensuring coverage across the United States. The majority of our staff telecommute, including our sales staff. However, their base office is located in 4320 West Kennedy Boulevard | Suite 200 Tampa, Florida 33609.

3.2 National Distribution Logistics

A. Describe how your company proposes to distribute products/service to Axia Cooperative participants nationwide.

MGT's distribution of services is predicated upon request from the end-user based on finalized solutions. We have no exclusion of states or territories.

B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

MGT has partnered with Esri ArcGIS as the foundation service engine for our solutions but utilizes a proprietary solution owned by MGT

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.

Please see the following page for a detailed response.

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?

Yes, see our 30-60-90 day plan on the following page.

C. Will your company commit to the following (**Yes** or **No**):

i. Creation and distribution of a co-branded press release about the award. **Yes**

ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days. **Yes**

iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. **Yes**

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. **Yes**

v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). **Yes**

vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:

i. Axia Cooperative standard logo; **Yes**

ii. Summary of Products and pricing; **Yes**

iii. Marketing Materials; **Yes**

Answers to Questions 3.3 A

A.

Management of the Overall National Program:

MGT is committed to effectively managing the overall national program throughout the term of the Master Agreement with AXIA Cooperative Our comprehensive approach encompasses ongoing coordination of marketing and sales efforts, timely establishment of new Participating Public Agency accounts, and efficient contract administration. Below is a detailed explanation of how MGT will manage the national program:

1. **Ongoing Coordination of Marketing and Sales Efforts:**
    - MGT will establish a dedicated team responsible for coordinating marketing and sales efforts related to the national program. This team will collaborate closely with both internal stakeholders and the AXIA team to ensure alignment of strategies and messaging.
    - Regular meetings and communication channels will be established to facilitate ongoing coordination and exchange of information between marketing, sales, and AXIA teams. These interactions will enable timely adjustments and optimization of marketing and sales initiatives as needed.
2. **Timely New Participating Public Agency Account Set-Up:**
    - MGT will implement streamlined processes for the timely set-up of new Participating Public Agency accounts under the Master Agreement. Our dedicated account management team will work closely with clients to gather necessary information, facilitate contract execution, and ensure smooth onboarding onto the national program.
    - Clear communication channels will be established with Participating Public Agencies to provide guidance and support throughout the account set-up process. Any potential issues or delays will be promptly addressed to minimize disruptions and ensure timely access to contract benefits.
3. **Timely Contract Administration:**
    - MGT will maintain robust contract administration processes to ensure compliance with the terms and conditions of the Master Agreement. This includes timely processing of orders, invoicing, and reporting requirements as outlined in the agreement.
    - Our contract administration team will closely monitor contract performance and compliance metrics to identify any areas requiring attention or improvement. Any discrepancies or issues will be promptly addressed to maintain transparency and accountability in contract administration.
4. **Continuous Program Monitoring and Improvement:**
    - MGT will implement a system for continuous monitoring and evaluation of the national program's performance and effectiveness. Key performance indicators (KPIs) will be established to measure program success, including client acquisition, sales volume, and customer satisfaction.
    - Regular reviews and assessments will be conducted to identify opportunities for program improvement and optimization. Feedback from Participating Public Agencies, sales teams, and other stakeholders will be solicited and incorporated into program enhancements as appropriate.
5. **Proactive Client Engagement and Support:**
    - MGT will proactively engage with Participating Public Agencies to provide ongoing support, guidance, and assistance throughout the duration of the Master Agreement. This includes regular communication to update clients on program developments, address inquiries or concerns, and provide relevant updates and resources.
    - Our client support team will be readily accessible to assist Participating Public Agencies with any issues or challenges they may encounter, ensuring a positive and productive experience throughout their engagement with the national program.

By implementing these comprehensive management strategies, MGT is well-positioned to effectively oversee the overall national program throughout the term of the Master Agreement. Our proactive approach to coordination, administration, and client support ensures the success and sustainability of the program for all stakeholders involved.

30-60-90 Day Go-to-Market Plan

1. **Internal Alignment and Training (Days 1-10):**
    - Kickstart internal discussions to align teams on the cooperative partnership's objectives and significance.
    - Conduct training sessions to convey the value proposition of our solutions within the cooperative framework.
    - Craft key messaging points to communicate the benefits of our offerings to prospective clients.
2. **Client Segmentation and Outreach (Days 11-20):**
    - Segment past clients and prospects to identify those most likely to benefit from our interactive mapping solutions.
    - Launch targeted outreach campaigns, emphasizing the advantages of cooperative-based procurement.
    - Develop tailored marketing materials showcasing successful implementations within the cooperative ecosystem.
3. **Partnership Promotion (Days 21-30):**
    - Utilize various marketing channels to raise awareness of our partnership with AXIA
    - Engage with industry influencers and participate in online forums to promote our cooperative offerings.
    - Host informational webinars to educate existing and potential clients about the benefits of our solutions within the cooperative framework.

60-Day Plan:

4. **Client Engagement and Feedback (Days 31-45):**
    - Gather feedback from engaged clients and prospects to understand their experiences with cooperative procurement.
    - Conduct follow-up meetings to address inquiries and provide additional information as needed.
    - Personalize communication to nurture leads and understand their specific needs.
5. **Expansion of Outreach Efforts (Days 46-60):**
    - Extend outreach efforts to reach a wider audience of potential clients within the cooperative network.
    - Explore collaborative marketing initiatives with AXIA, such as joint webinars and co-branded content.
    - Utilize digital advertising to target decision-makers within public agencies.

90-Day Plan:

6. **Cross-Selling and Upselling Opportunities (Days 61-75):**
    - Identify cross-selling opportunities within our existing client base.
    - Develop proposals highlighting the integration of additional MGT services aligning with this cooperative to meet their evolving needs.
    - Schedule meetings with key stakeholders to discuss expansion opportunities and demonstrate the value of our solutions.
7. **Performance Evaluation and Optimization (Days 76-90):**
    - Evaluate key performance metrics to assess the effectiveness of our go-to-market strategy.
    - Gather insights from sales and marketing teams to refine our approach and address any challenges.
    - Optimize strategies for future cooperative-based initiatives, ensuring continuous improvement and alignment with our goals.

This comprehensive plan demonstrates MGT's commitment to maximizing the benefits of the Master Agreement with AXIA and our dedication to delivering exceptional value to our clients and partners.

iv. Electronic link to Axia Cooperative's website, including the online registration page; **Yes**
v. A dedicated telephone number and email address for Axia Cooperative. **Yes**

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. **Yes**

E. How will your company proactively sell the Master Agreement to Public Agencies nationwide?

Please see the following page for a detailed response.

F. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.

Please see the following page for a detailed response.

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: **Nikhil Pattak**
      ii. Title: **Technical Architect**
      iii. Email: **npattak@cirainfotech.com**
      iv. Telephone #: **717-982-5952**
   ii. Sales Leadership efforts of the Master Agreement on a national basis:
      i. Name: **Nikhil Pattak**
      ii. Title: **Technical Architect**
      iii. Email: **npattak@cirainfotech.com**
      iv. Telephone #: **717-982-5952**
   iii. Financial Reporting:
      i. Name: **Jaclyn Klauka**
      ii. Title: **Accounting Manager**
      iii. Email: **arinv@mgtconsulting.com**
      iv. Telephone #: **888.302.0899**

Detailed Response to 3.3 E and 3.3 F

3.3 E: Supplier's Commitment to Proactive Sales and Lead Follow-Up:
MGT confirms its proactive commitment to direct sales of its goods and services to Public Agencies nationwide and pledges timely follow-up to leads established by AXIA Cooperative. All sales materials utilized by MGT will prominently feature the AXIA Cooperative logo in accordance with branding guidelines.
In our sales initiatives, MGT will ensure the following key messages are communicated:
a. Competitively Solicited and Publicly Awarded Master Agreement: MGT will emphasize that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency, ensuring transparency and adherence to procurement standards.
b. Equal or Best Government Pricing: MGT will highlight that Public Agencies accessing goods and services through the Master Agreement benefit from the best government pricing negotiated on their behalf, maximizing cost-effectiveness and efficiency in procurement.
c. No Cost to Participate: MGT will clearly communicate that there is no cost for Public Agencies to participate in the Master Agreement, removing financial barriers and facilitating accessibility to beneficial contracts.
d. Non-Exclusive Arrangement: MGT will emphasize that participation in the Master Agreement is non exclusive, providing flexibility for Public Agencies to explore additional procurement options while still benefiting from the advantages offered through AXIA.
MGT is dedicated to effectively communicating these key messages to Public Agencies nationwide, ensuring clarity and transparency in our sales efforts and maximizing the benefits of the Master Agreement for our valued clients.

F.
MGT's national sales force is structured to efficiently and effectively promote and support the utilization of the Master Agreement available through AXIA. Our sales team is organized to provide dedicated focus on information technology, cyber security, and physical security solutions while also offering comprehensive national support across all State, Local, and Education (SLED) verticals. Additionally, our sales team is committed to leveraging the cooperative to facilitate cross-selling efforts across our national account list. Below is a detailed overview of MGT's sales force structure:
1. Business Development Team:
• MGT has a dedicated business development team focused specifically on information technology and cyber security solutions. This team is comprised of experienced professionals with expertise in geospatial technology and solutions. They are responsible for driving business growth, identifying new opportunities, and cultivating relationships with clients seeking the solutions we have presented for this Master Agreement.
2. Inside Sales Support:
• Our inside sales team provides crucial support to our business development efforts. They handle inbound inquiries, conduct prospecting activities, and qualify leads generated through various channels. Inside sales representatives are skilled at engaging with clients over the phone and through digital communication channels, ensuring efficient and effective sales processes.
3. Outside Sales Support:
• MGT's outside sales representatives are responsible for conducting face-to-face meetings with clients, delivering presentations, and building strong relationships in the field. They provide personalized support to clients, offering expert guidance and recommendations tailored to their specific needs. Outside sales representatives play a vital role in driving sales and fostering long term client partnerships.
4. Account Executives Providing National Support:
• Our team includes account executives who provide national support and coverage across all SLED verticals. These account executives possess in-depth knowledge of the public sector landscape and work closely with clients to understand their needs and deliver tailored solutions. They serve as primary points of contact for clients, ensuring seamless communication and support throughout the procurement process.
5. Cross-Selling Specialists:
• MGT's sales team is dedicated to leveraging the cooperative to support cross-selling efforts across our national account list. These specialists are tasked with identifying opportunities to introduce products and services offered by MGT. They collaborate closely with both the business development team and account executives to maximize value for clients and drive revenue growth.

F. Continued

Collaboration between Sales Teams and AXIA Team:

MGT is committed to fostering a collaborative partnership with the AXIA team to effectively implement, grow, and service the national program. Our sales teams will work closely with AXIA to ensure alignment of efforts and maximize the success of the program. Below is a detailed explanation of how our sales teams will collaborate with the AXIA team:

1. Strategic Planning and Alignment:
• MGT's sales teams will engage in strategic planning sessions with the AXIA team to align goals, objectives, and strategies for the national program. These sessions will involve discussions to identify key target markets, client segments, and growth opportunities.

2. Market Analysis and Opportunity Identification:
• Together with AXIA, MGT's sales teams will conduct market analysis to identify potential clients and market trends. By leveraging AXIA's insights and resources, our sales teams will be equipped to identify and capitalize on growth opportunities within the national program.

3. Joint Business Development Efforts:
• MGT's sales teams will collaborate closely with the AXIA team on business development efforts, including lead generation, prospecting, and client engagement. This collaboration will involve joint outreach initiatives to promote the national program and attract new clients.

4. Client Onboarding and Support:
• Our sales teams will work hand-in-hand with the AXIA team to onboard new clients onto the national program. This process will include providing clients with detailed information about the program, guiding them through the procurement process, and ensuring a smooth transition to utilizing the Master Agreement.

5. Training and Education:
• MGT's sales teams will participate in training and educational sessions conducted by the AXIA team to stay informed about updates, changes, and best practices related to the national program. This ongoing education will ensure that our sales teams are well-equipped to effectively promote and service the program.

6. Performance Monitoring and Optimization:
• Our sales teams will collaborate with the AXIA team to monitor the performance of the national program and identify areas for optimization and environment. This collaboration will involve regular reviews of key metrics, client feedback, and market dynamics to drive continuous enhancement of the program.

By working closely with the AXIA team, MGT's sales teams are poised to effectively implement, grow, and service the national program. This collaborative approach ensures that clients receive the highest level of support and value throughout their engagement with the program.

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 (2%) ("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) ___ OA ____ 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) ___ OA ____ 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) ___ OA ____ 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) DR 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.

MGT of America Consulting, LLC
Offeror's Name

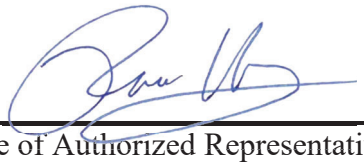
4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609
Address, City, State, and Zip Code

888.302.0899
Phone Number

N/A
Fax

Robert Holloway, Sr. Vice President
Printed Name and Title of Authorized Representative

Proposals@mgtconsulting.com
Email Address



Signature of Authorized Representative

04/10/2024
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.

MGT of America Consulting, LLC
Name of Organization

4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609
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
MGT Impact Holdings, LLC parent company owns 100%	**4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609**

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
Not Applicable	

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
Not Applicable	

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 **MGT of America Consulting, LLC** 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 **MGT of America Consulting, LLC** to notify the **MGT of America Consulting, LLC** 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 **MGT of America Consulting, LLC** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	**Robert Holloway**	Title:	**Sr. Vice President**
Signature:		Date:	**04/10/2024**

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~~ Florida

County of Hillsborough ss:

I, Robert Holloway (name of affiant) residing in Tampa (name of municipality)

in the County of Hillsborough and State of Florida of full age, being duly sworn according to law on my oath depose and say that:

I am Sr. Vice President (title or position) of the firm of MGT of (name of firm)

America Consulting, LLC the bidder making this Proposal for the bid

entitled Cybersecurity Products, Solutions, and Services (title of bid proposal), and that I executed the said proposal with 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 MGT of America Consulting, LLC (name of contracting unit) relies upon the truth of the statements contained in said Proposal 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 None.

Subscribed and sworn to

before me this day

Signature

April 11, 2024

Robert Holloway, Sr. Vice President
(Type or print name of affiant under signature)

Notary public of John J Carrozza

My Commission expires 8-2-2027

(Seal) Notary Public State of Florida John Joseph Carrozza My Commission HH 428717 Expires 8/2/2027

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

MGT of America Consulting, LLC

Name of Organization

4320 West Kennedy Blvd., Ste 200

Street

Tampa, FL 33609

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.

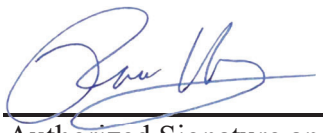
PUBLIC WORK – OVER $50,000 TOTAL PROJECT COST:

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.

04/10/2024
Date



Sr. Vice President
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.

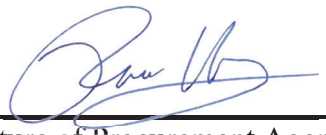
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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).



Robert Holloway

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:	**MGT of America Consulting, LLC**		
Address:	**4320 West Kennedy Blvd., Ste 200**		
City: **Tampa**		State: **FL**	Zip: **33609**

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

Robert Holloway, Sr. Vice President

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
			$
None			

☐ 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

Not Applicable

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

MGT of America Consulting, LLC
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: **MGT Impact Holdings, LLC parent company owns 100%** Home Address: **4320 West Kennedy Blvd., Ste 200** **Tampa, FL 33609**	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of April, 2024

(Notary Public) John J Carrozza

My Commission expires: 8-2-2027

Notary Public State of Florida
John Joseph Carrozza
My Commission HH 426717
Expires 8/2/2027

(Affiant)

Robert Holloway, Sr. Vice President
(Print name & title of affiant)

(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 #: 240160 **Vendor / Bidder:** MGT of America Consulting, LLC

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;

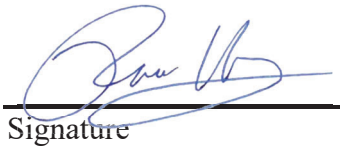
OR

☐ 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.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

Robert Holloway, Sr. Vice President

Printed Name and Title

04/10/2024

Date

CITY OF TUCSON

3. City's Intent to Negotiate/BAFO Request

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

June 27, 2024

Shannon Blakey
MGT of America Consulting, LLC
4320 West Kennedy Boulevard Suite 200
Tampa, FL 33609
Sent Via Email: rcvrfp@mgtconsulting.com

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

Dear Shannon Blakey:

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**
   The Axia Agreement is being attached because it was not fully completed, please complete the full Axia response and return to us.

2. **Pricing**
   The City is requesting clarification concerning Extended National Pricing; please clarify if there are discounts available for larger projects.

3. **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 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.

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

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 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.			

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__.

(Notary Public)

My Commission expires:

_____

(Affiant)

_____

(Print name & title of affiant)

(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.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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.

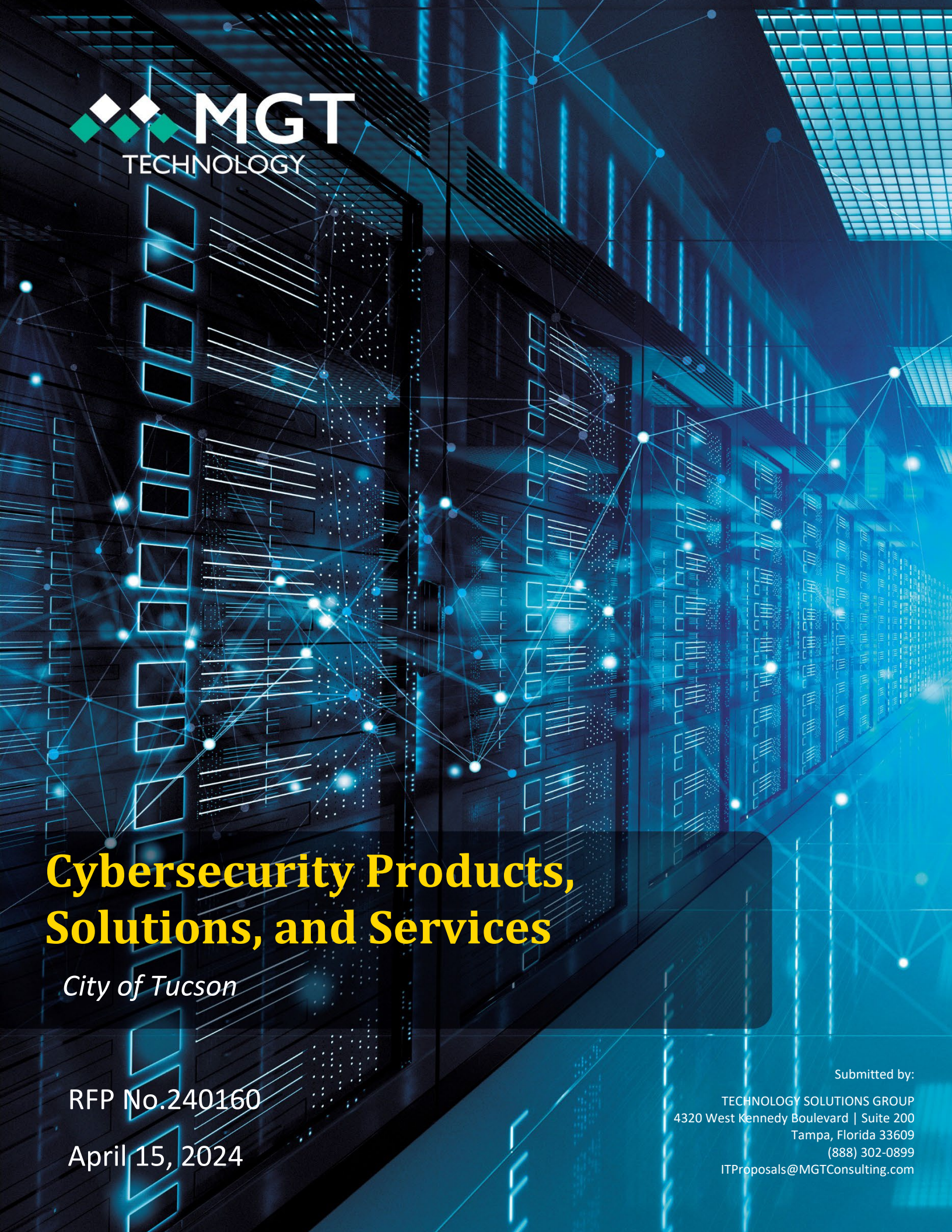
Signature

Printed Name and Title

Date

CITY OF TUCSON

4. Vendor's Response to RFP 240160



Cybersecurity Products, Solutions, and Services

City of Tucson

RFP No.240160

April 15, 2024

Submitted by:

TECHNOLOGY SOLUTIONS GROUP
4320 West Kennedy Boulevard | Suite 200
Tampa, Florida 33609
(888) 302-0899
ITProposals@MGTConsulting.com

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Company Introduction

April 15, 2024

Responsible Contract Officer: Tracy Garcia
City Of Tucson
Business Services Department
Shared Services Procurement
255 W. Alameda, 6th Floor
Tucson, Az 85701

MGT of America Consulting, LLC (MGT) presents this proposal of our Cybersecurity Products, Solutions, and Services to the City of Tucson (City) under Category 4, Category 5, and Category 6.

MGT is a social impact-driven, nationally recognized leader, and managed security service provider (MSSP). We have specialized in providing cybersecurity services and technology solutions to state and local government organizations and a diverse range of public and private enterprises across the United States for nearly 20 years. Our unparalleled, holistic, customizable capabilities offer the City performance, technology, and financial requirements to transform and enhance your organization's security posture.

Our solutions and services are delivered by a team of over 230 skilled staff with many years of expertise and 90% holding advanced certifications. Our team has served thousands of clients across the United States via our International Organization of Standardization (ISO) 27001-certified, U.S.-based, multilocation, 24x7x365 Network/Security Operations Center (NOC/SOC).

MGT is prepared to partner with the City from Axia to provide Cybersecurity Products, Solutions, and Services, to include:

- Category 4: Security Consulting and Advisory Services
- Category 5: Regulatory Compliance and Governance Services
- Category 6: Managed Security and Professional Services

Firm At A Glance

Founded: 1974, TSG Division formed in 2004 (Near 20 Years Providing Security Services)

Address:
4320 West Kennedy Boulevard
Suite 200
Tampa, Florida 33609
(888) 302-0899
www.mgtconsulting.com

Point of Contact: For any questions regarding our qualifications or solution please contact our authorized representative **Mahesh Garikota**, SVP, Technology Solutions Group at ITProposals@MGTConsulting.com or (888) 302-0899

In undertaking an assignment for Axia Cooperative Partners, under any comprehensive managed security engagement, our primary goals are to augment our partner's Information Technology (IT) Department's comprehension of its current cybersecurity landscape, delving into vulnerabilities, threats, and associated risks. We are committed to identifying control gaps and conducting a thorough gap/risk analysis, aligning with the esteemed National Institute of Standards and Technology (NIST) cybersecurity framework (CSF). Our approach extends beyond mere analysis; we provide the partner's IT Department with informed, risk-based tactical and strategic directions.

Moreover, in Category 6 and Attachment D asks, our proposal encompasses a sample development of a meticulous risk-based project roadmap tailored to nurture and fortify the City's Axia Partners security environment. Through this initiative, our aim is to empower our partners with actionable insights, fostering a resilient cybersecurity environment in alignment with industry best practices and standards.

For any questions regarding our qualifications, pricing, or our solution please contact our authorized representative Mahesh Garikota, SVP- Head of Technology Operations & Delivery at ITProposals@MGTConsulting.com or (888) 302-0899. We would be delighted to meet with you and answer all questions.

Sincerely,



Patrick J. Dyer, Vice President
Authorized to bind the firm

Category 4: Service Consulting and Advisory Services

Demonstrate Capability

Cybersecurity Strategy Development

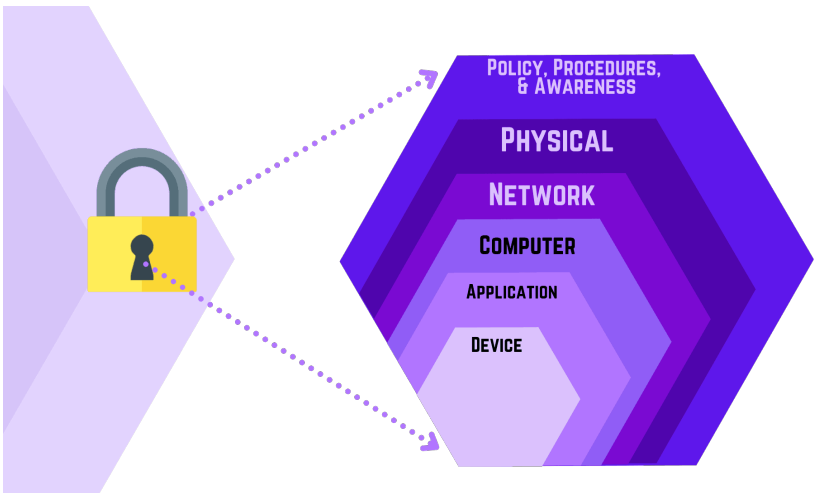
At MGT, we recognize the importance of a well-defined cybersecurity strategy aligned with your organization's unique goals and risk tolerance. We offer comprehensive services to help you craft a robust plan that safeguards your digital assets and empowers informed decision-making

Why Choose MGT for Your Cybersecurity Strategy Development:

- **Seasoned Security Experts:** Our team at MGT possesses extensive experience in cybersecurity strategy development and risk management, with a deep understanding of industry-specific threats.
- **Proven Track Record:** We have a history of successfully helping organizations like MGT create and implement effective security strategies.
- **Collaborative Approach:** We work together with your team at MGT to ensure the strategy aligns with your specific needs, culture, and existing infrastructure.

Our approach to cybersecurity strategy development is collaborative and comprehensive. We will:

- Conduct Strategic Planning Workshops: We facilitate interactive workshops tailored to MGT's specific needs. These workshops will focus on understanding your business objectives, data sensitivity within your industry, prevalent threats, and your risk appetite.
- Identify Critical Assets and Vulnerabilities: Using a collaborative process, we will work with your team to identify MGT's most critical information systems, data repositories, and potential vulnerabilities. This risk assessment lays the foundation for a strategy tailored to your organization.
- Develop a Tailored Security Roadmap for MGT: Based on the gathered insights, we will develop a customized cybersecurity roadmap specifically for MGT. This roadmap will outline key areas of focus, actionable steps with prioritized timelines, and resource allocation considerations specific to your organization's structure and budget.
- Align with Industry Frameworks: We ensure your strategy aligns with industry-recognized cybersecurity frameworks like NIST CSF or ISO 27001, facilitating compliance and best practices.



Benefits of MGT's Approach:

- **Strategic Advantage:** A clear understanding of your vulnerabilities and risk appetite empowers MGT to make informed decisions regarding security investments.
- **Proactive Risk Management:** Our strategy prioritizes mitigation measures, minimizing the likelihood and impact of cyberattacks specific to threats relevant to your industry.
- **Improved Efficiency:** Streamlined security practices enhance operational efficiency and resource allocation within MGT's structure.
- **Demonstrated Compliance:** Adherence to established frameworks simplifies compliance audits for MGT and demonstrates a commitment to data security.

Deliverables:

- Comprehensive Cybersecurity Strategy Document for MGT: This document outlines your security objectives, risk assessment findings, mitigation strategies, and a prioritized roadmap for implementation within MGT.
- Actionable Recommendations: We provide clear and actionable recommendations tailored to MGT's existing infrastructure and processes, focusing on policy updates, technology implementations, and process improvements.
- Ongoing Support: We are available to offer ongoing support as MGT implements your strategy and adapts to evolving threats.

Framework Implementation Guidance:

At MGT, we understand the importance of implementing a robust cybersecurity framework to protect your organization's data and critical infrastructure. However, navigating the complexities of frameworks like NIST CSF or ISO/IEC 27001 can be challenging. MGT offers expert guidance to ensure a seamless integration of these frameworks into your existing security posture.

MGT's Proven Approach:

- Framework Expertise: Our team possesses in-depth knowledge of leading cybersecurity frameworks and their application across various industries.
- Experience in Integration: We have a proven track record of successfully integrating frameworks into existing security environments for organizations like yours.
- Collaborative Engagement: We work closely with your team throughout the process, ensuring a clear understanding and fostering a culture of cybersecurity awareness.



MGT is committed to partnering with you to achieve a robust and compliant security posture. Our framework implementation guidance program provides the tools and support you need for a successful integration.

Our framework implementation guidance program provides the following:

Framework Selection Assistance: We collaborate with your team to identify the most suitable cybersecurity framework that aligns with your industry regulations and organizational goals.

- Gap Analysis and Prioritization: Through a comprehensive assessment, we identify existing security controls and gaps in your current practices compared to the chosen framework. We prioritize these gaps based on risk and compliance requirements.
- Customized Implementation Roadmap: Based on the gap analysis, we develop a tailored roadmap for framework implementation. This roadmap outlines prioritized actions, resource allocation considerations, and a timeline for integration.
- Interactive Workshops: We conduct engaging workshops to educate your team on the chosen framework's controls and how they translate to your specific environment. These workshops foster buy-in and ensure smooth implementation.
- Expert Consulting: Our seasoned security consultants provide ongoing guidance and support throughout the implementation process. This includes addressing technical challenges, offering best practice recommendations, and ensuring smooth integration with existing policies and procedures.

Benefits of MGT's Framework Implementation Guidance:

- Enhanced Security Posture: Implementing a comprehensive framework strengthens your organization's defenses against cyberattacks.
- Improved Compliance: Adherence to industry-recognized frameworks simplifies compliance audits and demonstrates a commitment to data security.
- Streamlined Operations: Defined controls and processes lead to operational efficiency and improved decision-making.
- Empowered Workforce: Educated employees become valuable assets in your overall cybersecurity strategy.

Risk Management Consultation

At MGT, we understand that proactive risk management is essential for any successful organization. Our expert advisory services equip you to identify, assess, and mitigate potential threats to your critical assets and operations.

MGT's Proven Expertise:

- Experienced Risk Management Consultants: Our team possesses extensive knowledge of risk identification, assessment, and mitigation strategies.
- Industry-Specific Knowledge: We understand the unique risk landscape across various industries, tailoring our approach to your specific needs.



- Collaborative Engagement: We work closely with your stakeholders to ensure a comprehensive understanding and ownership of risk management practices within your organization.

MGT is committed to partnering with you to strengthen your risk management posture. Our expert advisory services empower informed decision-making and proactive protection for your organization.

MGT's risk management consultation program offers a comprehensive approach:

- Risk Identification Workshops: Through facilitated workshops, we collaborate with your team to identify a wide range of security, operational, financial, and strategic risks that could impact on your organization.
- Threat Analysis and Prioritization: Our experienced consultants analyze the identified risks, considering likelihood, potential impact, and existing controls. We prioritize these risks based on their severity and potential consequences.
- Development of Mitigation Strategies: Together, we will develop tailored mitigation strategies for each prioritized risk. This may include implementing new controls, enhancing existing ones, or transferring risk through insurance.
- Risk Management Framework Implementation: We can help you establish or refine a risk management framework that aligns with your organization's structure and integrates with your chosen cybersecurity framework.
- Ongoing Support: MGT remains available to provide ongoing support, helping you monitor your risk landscape, refine mitigation strategies, and adapt to evolving threats.

Benefits of MGT's Risk Management Consultation:

- Reduced Vulnerability: Proactive identification and mitigation strategies minimize the likelihood and impact of disruptive events.
- Informed Decision-Making: Prioritized risks guide resource allocation and investment decisions to strengthen your overall security posture.
- Improved Business Continuity: Effective risk management fosters resilience and ensures business continuity in the face of potential threats.
- Enhanced Compliance: Strong risk management practices contribute to compliance with relevant regulations and industry standards.

Policy and Governance Development

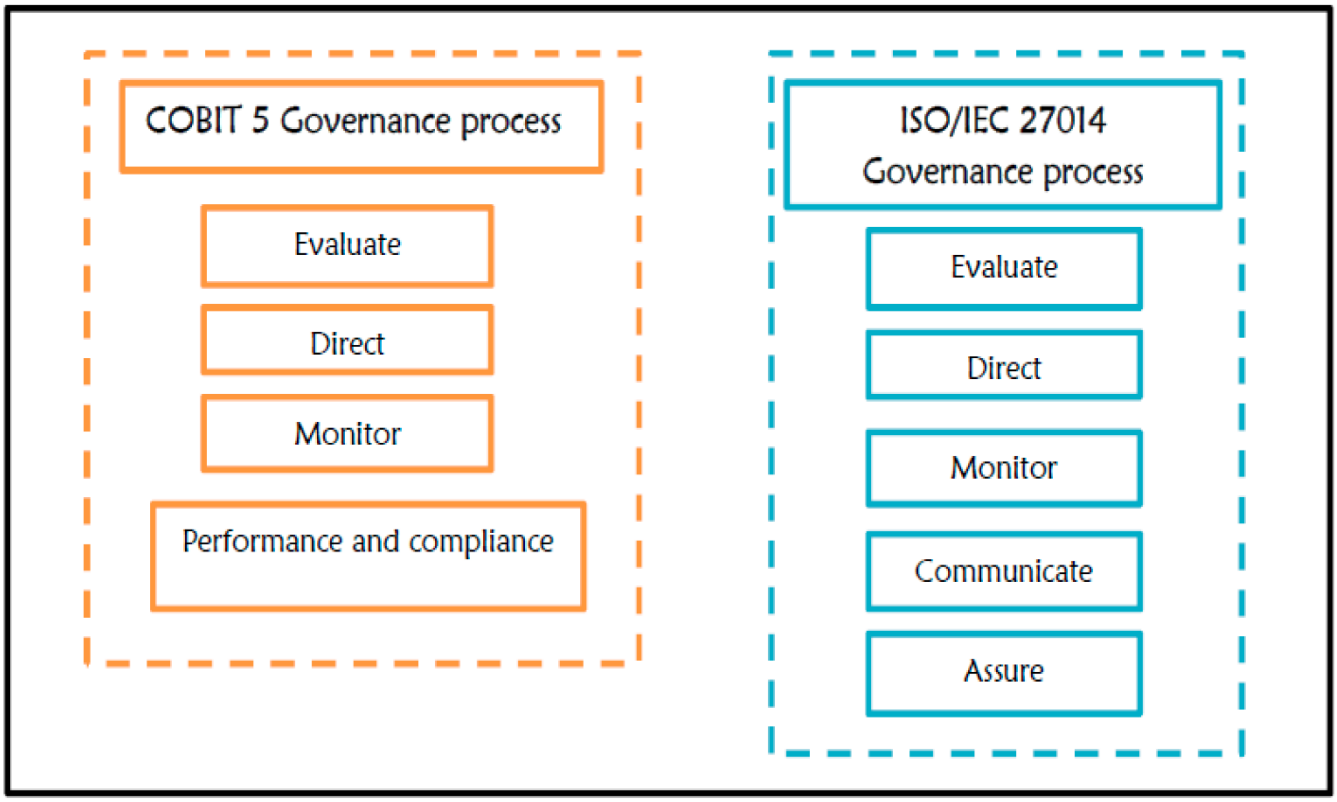
At MGT, we recognize that effective security policies and governance structures are the cornerstones of a robust cybersecurity program. We offer comprehensive services to help MGT develop and implement policies and governance practices that meet industry best practices and compliance standards.

MGT's Proven Expertise:

- Experienced Security Consultants: Our team possesses in-depth knowledge of cybersecurity best practices and compliance regulations.
- Policy Development Skills: We have a proven track record of creating clear, concise, and enforceable security policies for organizations like yours.

- Change Management Expertise: We understand the importance of successful policy implementation and offer effective training and communication strategies.

MGT is committed to partnering with you to develop and implement security policies and governance structures that create a culture of security within MGT.



MGT's approach to policy and governance development is collaborative and adaptable:

- Policy Development Workshops: We conduct interactive workshops designed to gather input from your stakeholders. These workshops focus on identifying critical areas requiring policy coverage, establishing policy objectives, and fostering ownership among personnel.
- Policy Gap Analysis: We assess your existing security policies to identify gaps in coverage and ensure alignment with industry best practices and relevant compliance requirements.
- Drafting and Review of Policies: Our experienced security consultants assist in drafting comprehensive and enforceable policies that address identified security needs and compliance mandates.
- Governance Structure Assessment: We evaluate your current security governance structure, including roles, responsibilities, and communication channels. Recommendations for improvement will be provided to ensure clear accountability and effective oversight.
- Implementation and Training: We facilitate the successful implementation of new and updated policies through awareness training programs for your employees.

Benefits of MGT's Services:

- Enhanced Security Posture: Clearly defined policies and governance structures empower your employees to make informed security decisions and minimize risk.

- **Improved Compliance:** Adherence to best practices and compliance standards simplifies regulatory audits and demonstrates a commitment to data security.
- **Empowered Workforce:** Employees who understand security policies are better equipped to identify and report potential threats.
- **Strengthened Accountability:** Clear delineation of roles and responsibilities within the security governance structure fosters ownership and accountability.

Incident Response Planning Support

At MGT, we understand that cyberattacks are a reality for every organization. Being prepared is critical for minimizing damage and restoring normalcy. Our incident response planning support services equip MGT to effectively respond to security incidents.

MGT's Proven Expertise:

- Experienced Incident Response Consultants: Our team possesses extensive knowledge of cyberattacks and proven methodologies for effective incident response.
- Interactive Training Methods: We utilize engaging workshops and simulations to ensure your team is prepared to handle real-world incidents.
- Customizable Approach: We tailor our services to your specific needs and industry threats, ensuring your plan is relevant and effective.

MGT is committed to partnering with you to develop and implement a robust incident response plan that safeguards your organization. Our services empower you to respond effectively to security incidents and minimize potential damage.



MGT offers a comprehensive approach to incident response planning:

- Incident Response Plan Assessment: We evaluate your existing incident response plan (if any) to identify strengths and weaknesses.
- Template-Based Guidance: We provide customizable templates for crafting a comprehensive incident response plan, streamlining the development process, and ensuring consistency.

- Interactive Plan Development Workshops: Through facilitated workshops, we collaborate with your team to define roles, responsibilities, communication protocols, and response procedures for various security incidents.
- Realistic Simulation Exercises: We conduct simulated incident response exercises to test your plan's effectiveness, identify gaps in preparedness, and refine your response capabilities. This allows you to identify areas for improvement before a real-world attack occurs.
- Ongoing Support: MGT remains available to provide ongoing support after plan development, including updates to reflect evolving threats and best practices.

Benefits of MGT's Services:

- Enhanced Preparedness: A well-defined and tested incident response plan minimizes downtime, data loss, and reputational damage in the event of a cyberattack.
- Streamlined Response: Clear roles, responsibilities, and communication protocols ensure a coordinated and efficient response during an incident.
- Improved Decision-Making: Practiced response procedures empower your team to make informed decisions under pressure.
- Reduced Recovery Time: Effective incident response allows for a faster and more efficient recovery process.

Emerging Technology Advisory

At MGT, we recognize the transformative potential of emerging technologies. However, navigating the security implications of these advancements can be complex. Our Emerging Technology Advisory services equip MGT to leverage innovation while maintaining a robust security posture.

MGT's Proven Expertise:

- Emerging Technology Specialists: Our team comprises seasoned security professionals with a deep understanding of emerging technologies and their security challenges.
- Industry-Specific Knowledge: We tailor our services to your specific industry, focusing on relevant emerging technologies and their potential security risks.
- Collaborative Approach: We work together with your team to ensure smooth integration of emerging technologies and alignment with your overall security strategy.



MGT is committed to partnering with you to leverage the power of emerging technologies while prioritizing security. Our advisory services equip you to make informed decisions and navigate innovation with confidence.

MGT offers a comprehensive approach to secure adoption of emerging technologies:

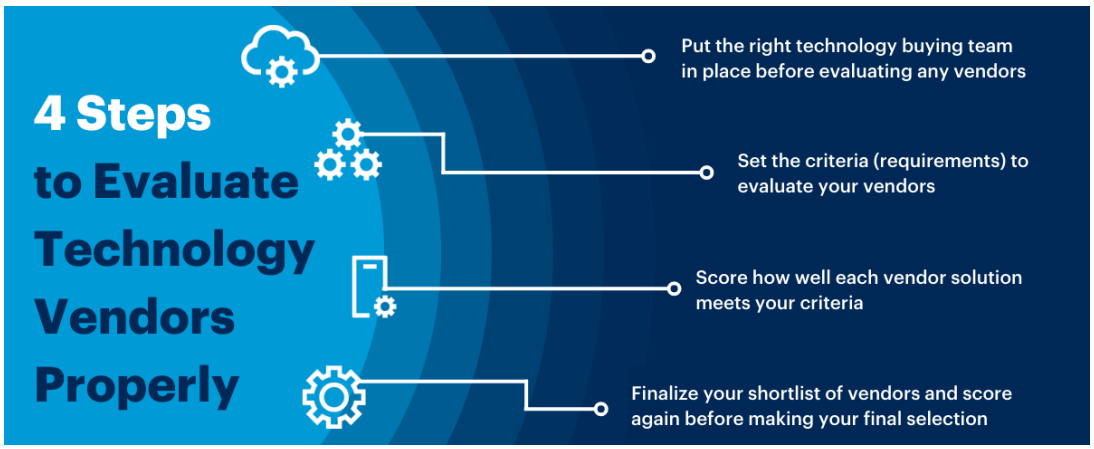
- Innovation Workshops: We facilitate interactive workshops to explore the potential applications of emerging technologies within your industry. These workshops focus on identifying relevant technologies, assessing their potential benefits, and brainstorming secure implementation strategies.
- Emerging Technology Landscape Analysis: Our team provides in-depth analysis of the evolving cybersecurity landscape, focusing on security vulnerabilities and best practices associated with specific emerging technologies (e.g., Cloud Computing, Artificial Intelligence, Internet of Things).
- Security Risk Assessments for Emerging Technologies: We conduct dedicated security risk assessments for the specific emerging technologies you plan to adopt. This allows for proactive identification of potential vulnerabilities and development of appropriate mitigation strategies.
- Technology Implication Advisories: MGT provides ongoing advisory services on the security implications of emerging technologies. We keep you informed about evolving threats, industry trends, and best practices for secure integration.
- Collaboration with Security Teams: We work closely with your existing security teams to ensure seamless integration of emerging technologies with your overall security infrastructure.

Benefits of MGT's Services:

- Competitive Advantage: Early adoption of secure emerging technologies can give MGT a competitive edge in the marketplace.
- Enhanced Security Posture: Proactive identification and mitigation of risks associated with emerging technologies strengthens your overall security posture.
- Informed Decision-Making: Gaining deep insights into the security implications of emerging technologies empowers informed decisions regarding adoption and implementation strategies.
- Future-Proofed Security Strategy: MGT's ongoing advisory ensures your security strategy adapts to the evolving landscape of emerging technologies.

Vendor Selection and Technology Guidance

At MGT, we understand that choosing the right cybersecurity technologies is crucial for protecting your organization's critical assets. Our Vendor Selection and Technology Guidance program equips MGT to make informed decisions and implement the most effective security solutions.



MGT's Proven Expertise:

- Cybersecurity Technology Experts: Our team possesses in-depth knowledge of the cybersecurity technology landscape and the capabilities of leading vendors.
- Vendor-Neutral Approach: We maintain a vendor-neutral approach, ensuring our recommendations are based solely on your specific needs and not vendor affiliations.
- Project Management Skills: MGT's experienced consultants manage the vendor selection process efficiently, ensuring timely completion within your budget.
- MGT is committed to partnering with you to choose and implement the right cybersecurity technologies. Our Vendor Selection and Technology Guidance program empowers informed decision-making and a robust security posture for MGT.

MGT offers a comprehensive approach to selecting and implementing cybersecurity technologies:

- Understanding Your Needs: We begin by collaborating with your team to gain a deep understanding of your specific security challenges, infrastructure, and budget constraints.
- Technology Landscape Analysis: MGT provides a comprehensive analysis of the cybersecurity vendor landscape, identifying leading solutions that cater to your specific requirements.
- Comparative Analyses: Our team conducts comparative analyses of potential vendors, evaluating features, functionality, pricing models, and compatibility with your existing infrastructure.
- Development of a Selection Framework: We collaborate with you to develop a structured selection framework that prioritizes key evaluation criteria based on your needs, ensuring objective comparisons.
- Vendor Shortlisting and Negotiation: We assist in shortlisting the most suitable vendors and facilitate negotiation processes to secure the best possible terms and pricing.

Benefits of MGT's Services:

- Reduced Risk of Failure: MGT's guidance minimizes the risk of selecting the wrong technology, ensuring a solution that effectively addresses your security concerns.
- Improved Cost-Effectiveness: Our comparative analyses and negotiation support ensure you acquire the best value for your cybersecurity investment.
- Streamlined Implementation: By selecting compatible technology, we facilitate a smoother integration process with your existing security infrastructure.
- Enhanced Security Posture: Implementing the right technology strengthens your overall security posture and protects your critical assets.

Leveraging Emerging Technologies

At MGT, we believe that emerging technologies can be powerful tools for strengthening compliance and governance within your organization. Here's how we approach incorporating these advancements:

1. Identification and Analysis:

- Industry-Specific Focus: We identify emerging technologies relevant to your industry and regulations you need to comply with.

- Security Implication Assessment: We analyze how these technologies can be leveraged to streamline compliance workflows and enhance governance practices while maintaining a robust security posture.
- Compliance Automation Potential: We explore the potential for automation using emerging technologies to automate repetitive compliance tasks, improving efficiency, and reducing human error.

2. Integration and Implementation:

- Gap Analysis: We assess your existing compliance and governance processes to identify areas where emerging technologies can offer the most significant benefits.
- Proof-of-Concept Development: We develop proof-of-concept projects to demonstrate the feasibility and value proposition of integrating specific technologies into your compliance and governance frameworks.
- Change Management Strategy: We develop a comprehensive change management strategy to ensure successful adoption of new technologies by your workforce and leadership.

3. Ongoing Support and Optimization:

- Security Monitoring: We provide continuous security monitoring for any implemented technologies to identify and address potential vulnerabilities.
- Compliance Reporting Automation: We explore the potential for AI and data analytics to automate compliance reporting, providing real-time insights into your compliance posture.
- Emerging Technology Landscape Monitoring: We continuously track the evolving landscape of emerging technologies and identify new opportunities for further enhancing compliance and governance practices.

Benefits of MGT's Approach:

- Improved Compliance Efficiency: Emerging technologies can automate workflows and reduce manual tasks, streamlining compliance processes and saving valuable resources.
- Enhanced Data Governance: Technologies like blockchain can improve data integrity and auditability, facilitating more effective data governance practices.
- Risk Management Optimization: AI-powered analytics can identify and prioritize compliance risks, allowing for a more proactive approach to risk management.
- Demonstrated Compliance: Automated and transparent reporting processes can simplify compliance audits and demonstrate a commitment to good governance.

Ensure Effective Adoption:

At MGT, we understand that successful cybersecurity goes beyond simply providing the right policies and technologies. We are committed to ensuring effective adoption within your organization. Here are a few examples of how our services have led to successful implementation:

Case Study: Streamlined Compliance for a Healthcare Provider

- Challenge: A large healthcare provider struggled to comply with HIPAA regulations due to manual processes and a lack of centralized data management.
- MGT Solution: We implemented a risk management workshop to identify compliance gaps and opportunities for improvement. We then recommended and helped integrate a cloud-based compliance

management platform with automated reporting features. Additionally, we provided training for staff on new policies and procedures.

- Result: The healthcare provider significantly reduced the time and resources needed for compliance reporting. Automated features and centralized data management ensured accuracy and streamlined workflows.
- Key to Success: MGT's collaborative approach ensured buy-in from stakeholders at all levels. We also provided ongoing support to address any challenges during the adoption process.

This highlight MGT's commitment to going beyond recommendations. We partner with you to ensure successful adoption through:

- Interactive Workshops: Engaging workshops that foster understanding and ownership of policies and technologies.
- Change Management Strategies: We develop strategies to address potential resistance and encourage a culture of security within your organization.
- Ongoing Support: We are available to provide ongoing support, answer questions, and address any challenges that may arise during implementation.

Category 5: Regulatory Compliance

Comprehensive Overview

Comprehensive Compliance Audits and Gap Analyses

At MGT, we understand the critical importance of maintaining robust cybersecurity measures. Our comprehensive compliance audits and gap analyses provide a clear picture of your organization's current security posture, identifying areas that align with industry best practices and highlighting potential vulnerabilities.

We don't take a one-size-fits-all approach. We work closely with your team to understand your specific needs and applicable regulations. This ensures our audit focuses on the most relevant standards, including:

International Standards:

- ISO 27001 (Information Security Management)
- NIST Cybersecurity Framework (CSF)
- PCI DSS (Payment Card Industry Data Security Standard) (if applicable)

Industry-Specific Regulations:

- HIPAA (Health Insurance Portability and Accountability Act) (if applicable)
- GDPR (General Data Protection Regulation) (if applicable)

Thorough Assessment

Our highly skilled auditors utilize a multi-faceted approach to assess your security controls across various domains:

- Policies and Procedures:
  - Reviewing security policies for adequacy and adherence.
  - Evaluating incident response plans and disaster recovery procedures.
- Technical Controls:
  - Analyzing network security architecture and access controls.
  - Assessing data encryption practices and vulnerability management processes.
- Organizational Controls:
  - Evaluating employee training programs and security awareness initiatives.
  - Assessing risk management practices and incident reporting procedures.

Actionable Insights

Our detailed audit reports provide a clear breakdown of your compliance status, highlighting areas of:

- Compliance: Practices aligning with relevant standards and regulations.
- Non-compliance: Identified gaps and potential vulnerabilities.

- Remediation: Actionable recommendations for addressing non-compliance and strengthening your security posture.



Benefits of MGT's Approach:

- Reduced Risk: Proactive identification of vulnerabilities helps prevent security breaches and costly incidents.
- Improved Efficiency: Streamlined compliance processes save time and resources.
- Enhanced Reputation: Demonstrating strong compliance fosters trust with stakeholders and clients.
- Informed Decision-Making: Data-driven insights guide strategic security investments.

Governance, Risk, and Compliance (GRC) Platforms

MGT recognizes the City of Tucson's need for a robust Governance, Risk, and Compliance (GRC) platform. We offer a next-generation solution designed to simplify your compliance journey and empower informed decision-making. Our GRC platform integrates seamlessly with your existing systems, centralizing policy management, risk assessments, and compliance tracking within a user-friendly interface. This eliminates data silos and streamlines workflows, saving your team valuable time and resources. We understand the unique security needs of each organization. Our GRC platform offers extensive customization options to ensure it seamlessly integrates with your existing infrastructure and aligns with your specific compliance requirements.

- Improved Collaboration: Foster collaboration across departments through shared access to real-time compliance data.
- Enhanced Security Posture: Proactive risk management and real-time insights empower informed security decisions.
- Reduced Costs: Streamlined workflows and automated processes optimize resource allocation for cost-effective compliance.

Enhanced Policy Management:

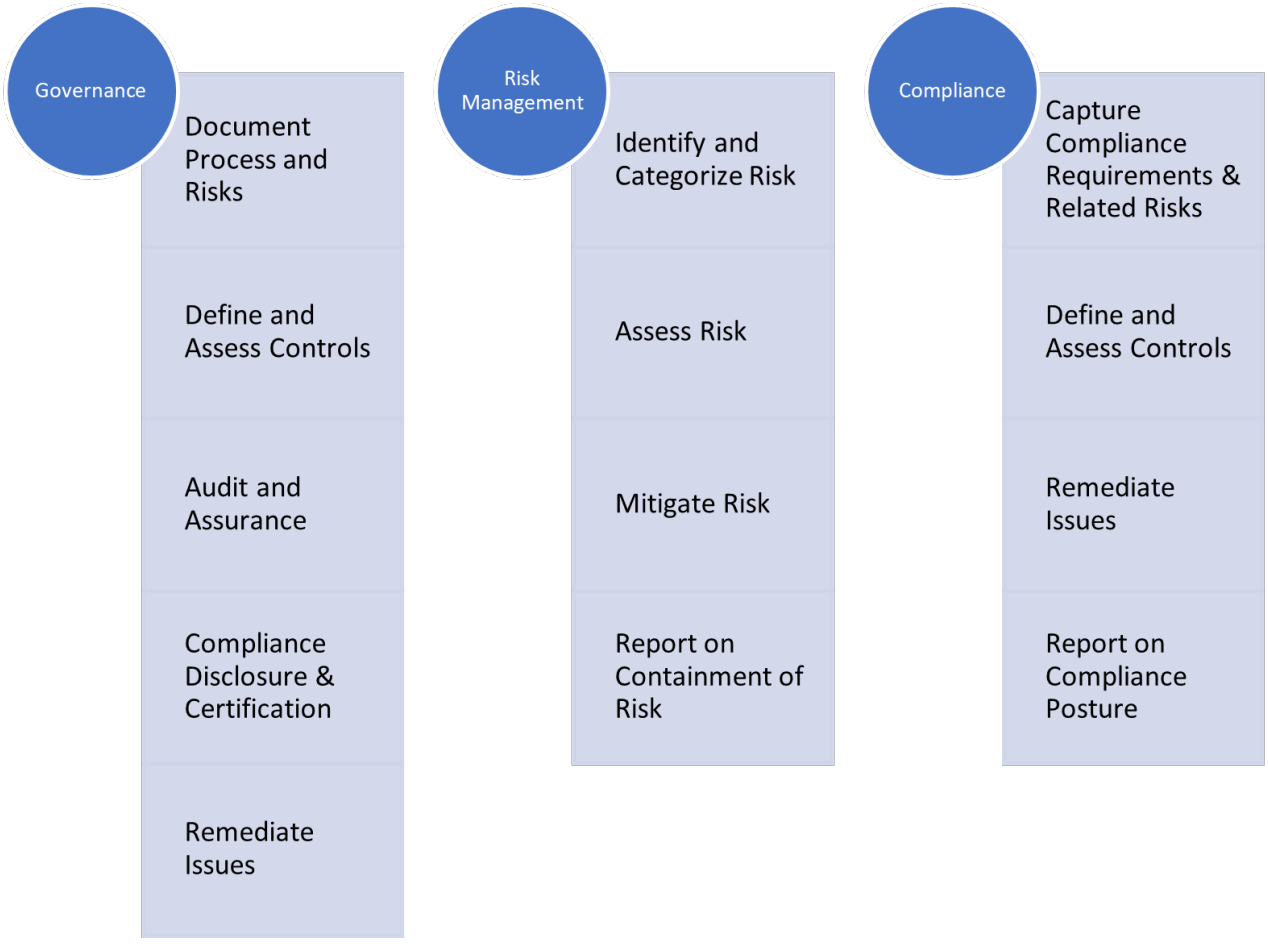
- Centralized Repository: Easily store, access, and revise all security policies in a single location.
- Automated Workflows: Simplify policy review and approval processes with automated notifications and task assignments.
- Version Control: Maintain a clear audit trail with version control functionalities, ensuring adherence to the latest policies.

Comprehensive Risk Assessment:

- Automated Threat Identification: Leverage built-in risk assessment tools to proactively identify vulnerabilities and potential threats.
- Customizable Risk Scoring: Tailor risk scoring methodologies to align with your specific security posture and industry requirements.
- Heatmap Visualization: Gain instant insights into your overall risk landscape with intuitive heatmap visualizations.

Real-Time Compliance Tracking:

- Automated Compliance Mapping: Automatically maps controls relevant regulations and standards for effortless compliance tracking.
- Real-Time Compliance Dashboards: Monitor compliance progress in real-time with interactive dashboards. Gain immediate visibility into upcoming deadlines and areas requiring attention.
- Customizable Reports: Generate comprehensive reports tailored to your specific needs, facilitating informed decision-making, and demonstrating compliance to auditors.



Emerging Regulation Advisory Services

In today's rapidly evolving cybersecurity landscape, keeping pace with emerging regulations can be a daunting challenge. MGT's Emerging Regulation Advisory Services provide the City of Tucson with a proactive approach to navigating the complexities of upcoming cybersecurity laws, guidelines, and standards.

We understand that every organization has unique regulatory considerations. Our Emerging Regulation Advisory Services are not a one-size-fits-all solution. We take the time to understand your specific industry, data privacy requirements, and existing security framework. This allows us to provide highly targeted guidance that directly addresses your organization's compliance needs.



MGT is committed to keeping you informed. We will provide regular updates on emerging regulations, including:

- Executive Summaries: Concise summaries highlighting key aspects of new regulations and their potential impact.
- In-depth Analysis: Detailed reports analyzing the intricacies of new regulations and providing practical recommendations for compliance.
- Webinars and Training: Interactive sessions designed to educate your staff on emerging regulations and best practices for adaptation.

Our team of cybersecurity experts maintains a constant vigil on the regulatory horizon. We proactively monitor legislative developments, industry best practices, and emerging threats, translating this knowledge into actionable insights for our clients.

- Regulatory Intelligence Gathering: We leverage a global network of resources to gather the latest intelligence on proposed and enacted cybersecurity regulations across all relevant jurisdictions.
- Impact Analysis: We assess the potential impact of emerging regulations on your organization, identifying areas requiring adjustments to your security posture.
- Compliance Roadmaps: We collaborate with your team to develop clear and concise compliance roadmaps, outlining the steps necessary to proactively adapt to new regulatory requirements.

Benefits of Proactive Compliance

- Reduced Risk: Early identification and adaptation to emerging regulations minimize the risk of non-compliance penalties and reputational damage.
- Streamlined Implementation: Proactive planning allows for a smoother and more efficient implementation process when new regulations come into effect.
- Enhanced Security Posture: By staying ahead of the curve, you can proactively strengthen your defenses against evolving cyber threats.
- Optimized Resource Allocation: Our guidance helps you prioritize compliance efforts and allocate resources effectively.

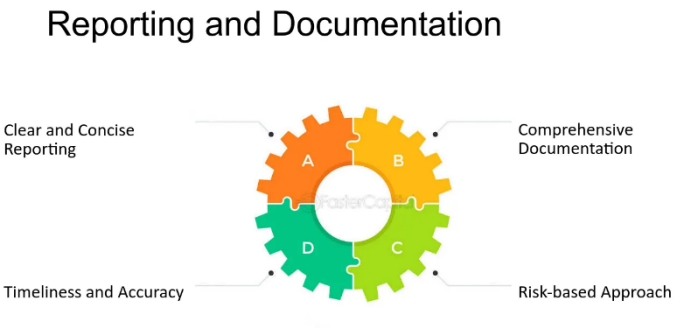
Documentation and Reporting Tools

MGT recognizes the burden of managing compliance evidence, audit trails, and regulatory submissions. Our Documentation and Reporting Tools empower the City of Tucson to simplify these processes and achieve efficient compliance management.

- Improved Accuracy: Reduced reliance on manual data entry minimizes errors and ensures accurate reporting.
- Increased Productivity: Streamlined processes free up valuable staff time for more strategic tasks.
- Reduced Costs: Automation and improved efficiency minimize the resource burden associated with compliance documentation and reporting.

Centralized Document Management

- Secure Repository: Store all compliance-related documents, policies, and procedures in a single, secure, and centrally accessible location.
- Version Control: Eliminate confusion with clear version control functionalities, ensuring you're always working with the latest documents.
- Automated Workflows: Streamline document review and approval processes with automated notifications and task assignments.
- Powerful Search Functionality: Quickly locate critical documents with intuitive search tools, saving time and effort.



Effortless Audit Trail Management

- Automated Logging: Our tools automatically capture and record all actions taken within the platform, creating a comprehensive and tamper-proof audit trail.
- Event Correlation: Easily correlates events to specific users and actions, simplifying compliance audits and investigations.
- Detailed Reports: Generate detailed audit trail reports on-demand, providing a clear overview of system activity.

Simplified Regulatory Reporting

- Pre-built Templates: Leverage pre-built templates designed to meet the specific reporting requirements of various regulations.
- Automated Data Collection: Our tools automatically collect relevant data from your existing systems, reducing manual data entry and minimizing errors.
- Customizable Reports: Tailor reports to meet the exact requirements of regulatory bodies, eliminating the need for time-consuming manual adjustments.
- Streamlined Submission: Electronically submit reports directly to regulatory agencies within the platform, saving time and simplifying the compliance process.

Detail Solution Capabilities

MGT understands that every organization has unique cybersecurity needs. That's why our solutions are designed with scalability, interoperability, and extensive customization capabilities at their core. Our solutions are built to scale seamlessly as your organization grows. Here's how:

- Modular Design: Our solutions are comprised of modular components that can be easily added or removed as your security requirements evolve.
- User Management: Granular user management allows you to control access permissions based on specific roles and needs within your organization.
- Data Storage: Our solutions leverage scalable cloud-based infrastructure to accommodate growing data volumes without compromising performance.

MGT's solutions are designed to integrate seamlessly with your existing IT infrastructure. This ensures:

- Reduced Integration Costs: Leverage existing systems and avoid costly rip-and-replace scenarios.
- Improved Data Flow: Streamlined data exchange between our solutions and your existing tools for a unified view of your security posture.
- Enhanced Efficiency: Eliminate the need for manual data entry between disparate systems.

We recognize that a one-size-fits-all approach doesn't work when it comes to cybersecurity. MGT offers extensive customization capabilities to ensure our solutions perfectly align with your specific needs:

- Compliance Frameworks: Configure our solutions to map to relevant industry standards and regulations that your organization needs to comply with.
- Reporting Dashboards: Customize dashboards to display the most critical metrics and insights relevant to your unique security posture.
- Alerts and Notifications: Tailor alerts and notification settings to ensure you receive the most relevant information at the right time.
- Workflow Automation: Automate specific tasks and workflows based on your specific compliance processes and procedures.

Benefits of Scalability, Interoperability, and Customization

- Reduced Costs: Optimize your investment by leveraging existing infrastructure and tailoring solutions to your specific needs.
- Improved Efficiency: Streamlined workflows and automated processes save valuable time and resources.
- Enhanced Security Posture: Tailored solutions address your specific security gaps and vulnerabilities.
- Future-Proof Investment: Scalable solutions ensure your compliance program can adapt and grow alongside your organization.

Support and Maintenance

At MGT, we believe in building long-term partnerships that empower your organization to achieve and sustain robust cybersecurity compliance. Here's how we go beyond simply providing solutions:

Comprehensive Support and Maintenance

- Our commitment to your success extends beyond the initial implementation. We offer a comprehensive support and maintenance package to ensure optimal performance and continuous compliance:
- Dedicated Support Team: Gain access to a team of highly skilled support professionals ready to address your questions and troubleshoot any technical issues.
- Regular Updates and Maintenance: Benefit from ongoing software updates, security patches, and platform maintenance to ensure your solutions remain secure and compliant with evolving regulations.
- Service Level Agreements (SLAs): We offer customizable SLAs that guarantee specific response times and service levels.

We understand that a skilled workforce is essential for effective compliance. That's why MGT offers a range of training services to empower your staff:

- End-User Training: Comprehensive training programs equip your workforce with the knowledge and skills to navigate the platform, understand their compliance responsibilities, and contribute to your overall security posture.
- Administrator Training: In-depth training for administrators ensures they can effectively manage the platform, configure settings, and maintain optimal system performance.
- Compliance Awareness Training: We offer ongoing awareness training programs to keep your staff informed about evolving cybersecurity threats and best practices.

Benefits of Our Partnership Approach:

- Reduced Risk: Proactive support and maintenance minimize security vulnerabilities and ensure continuous compliance.
- Empowered Workforce: Training programs equip your staff with the knowledge and skills to be effective security partners.
- Long-Term Compliance Success: Our commitment extends beyond initial implementation, ensuring sustained compliance over time.
- Dedicated Account Management: A dedicated account manager serves as your primary point of contact, ensuring consistent communication and a successful partnership.



Category 6 MGT's Managed Security Services

Solution Overview

Scope of Work	MGT's Summary of Services
Managed Detection and Response (MDR)	▸ 24/7 security monitoring of your network and endpoints for suspicious activity. ▸ Threat detection, investigation, and containment to minimize damage from cyberattacks. ▸ Skilled security analysts at MGT will identify and respond to security incidents quickly.
Managed Vulnerability Identification and Remediation	▸ Proactive identification of security vulnerabilities in your systems and applications by MGT. ▸ Prioritization of vulnerabilities based on severity and risk. ▸ Patch management by MGT to apply security updates and fix vulnerabilities efficiently.
Security Operations Center as a Service (SOCaaS)	▸ Scalable security operations using advanced technology and experienced security professionals at MGT's SOC. ▸ Continuous threat detection and analysis to identify potential security incidents. ▸ Security incident response planning and execution by MGT to mitigate threats and minimize damage.
Managed Compliance Services	▸ Assistance from MGT in achieving and maintaining compliance with relevant security regulations. ▸ Expertise from MGT in navigating complex compliance requirements. ▸ Tools and processes provided by MGT to streamline compliance audits and reporting.
Managed Endpoint Protection	▸ Comprehensive protection for all your devices (desktops, laptops, mobiles) against malware, viruses, and other threats, delivered by MGT. ▸ Combines antivirus, endpoint detection and response (EDR), and mobile security solutions from MGT. ▸ Centralized management and reporting by MGT for improved visibility and control.
Managed Network Security	▸ Comprehensive security solutions to safeguard your network infrastructure, provided by MGT. ▸ Includes managed firewalls, intrusion detection systems (IDS), and intrusion prevention systems (IPS) managed by MGT. ▸ Protects against network attacks and unauthorized access attempts.
Managed Cloud Security	▸ Customized security solutions to protect your cloud environments (public, private, or hybrid), offered by MGT. ▸ Ensures secure cloud adoption and ongoing threat protection by MGT. ▸ Expertise in cloud security best practices and compliance requirements from MGT.
Professional Services and Integrations	▸ Strategic consulting from MGT to develop a comprehensive cybersecurity strategy and roadmap. ▸ Specialized security training workshops for your IT staff, delivered by MGT. ▸ Seamless integration of security solutions with your existing IT infrastructure for optimal efficiency, performed by MGT.

Managed Detection & Response (MDR)

This service assures protection from potential threats and attacks by employing 24x7 monitoring and real-time threat detection. Our team, equipped with cutting-edge threat detection tools, stands ready to respond immediately to mitigate any identified threats. The benefits of this service include real-time threat response, minimizing potential damage, and ensuring the institution's data and operations remain secure.

MGT's 24x7 Security Operations Center (SOC)/Network Operations Center (NOC) helps to view their entire infrastructure through a single pane of glass and take control of the threat environment.

MGT's MDR provides a unified environment for incident detection and response, authentication monitoring, and endpoint visibility. The solution combines the full power of endpoint forensics, log search,and sophisticated dashboards.

KEY FEATURES AND CAPABILITIES OF MGT'S MDR

- Threat Detection
- Threat Investigation
- Threat Containment
- Threat Remediation and Mitigation
- Real-time Data Visualization
- Visibility into North/South as well as Lateral Movement East/West
- Proactive Threat Hunting Including Honey Pot Deployments for trapping.

What MGT's MDR Provides

Total Threat Coverage Across Your Modern Environment

Stop threats anywhere. We're here to help you secure your environment, not just respond to alerts.

Accelerate Your Program Maturity

Build a strong, resilient security program by partnering with an expert Customer Advisor.

Digital Forensics and Incident Response (DFIR), Virtual Machine (VM) Scanning, & Data Ingestion

Eliminate the boundaries of traditional MDR programs to realize stronger security results for your business.



The mission of MGT's Managed Security Services is to leverage our cyber security experts to collaboratively build the customer's cybersecurity decision-making and maturity through our personalized guidance. MGT shall be an extension of the security team. Our goal is to partner together to enhance our customers' ability to detect and respond to threats with hands-on 24x7x365 monitoring, threat hunting, incident response, and customized security guidance to stop malicious activity and strengthen your security posture.

We realize organizations expect and demand cyber security vendors operate with the highest level of fidelity toward implementing security solutions and managing long-term. Similarly, they should be held to the highest standards internally due to the nature of their critical work. MGT, and its nearly 50 years of experience, is synonymous with excellence in quality and delivery and has the technical expertise to deliver enterprise-grade cyber security solutions to clients across a variety of markets.

MGT's MDR solution leverages our deep security bench to deliver precise and proactive hunting and detection, strategic and tactical incident response and remediation, and intentional communications and reporting to create a transparent and efficient convergence between our SOC and your internal resources.



- **Continuous 24x7 Monitoring:** We will deploy advanced security monitoring tools that continuously collect and analyse logs, network traffic, and endpoint data. Alerts and incidents will be generated based on predefined rules, and our team will be responsible for monitoring and responding to these in real-time.
- **Threat Detection and Analysis:** Our experts will perform real-time analysis of security alerts. This involves assessing the severity of alerts, investigating potential threats, and determining whether further action is required.
- **Incident Response:** In the event of a confirmed security incident, our incident response team will follow predefined procedures to contain and mitigate the threat. This includes isolating affected systems, conducting forensics analysis, and applying necessary countermeasures.
- **Threat Hunting:** Proactive threat hunting will be conducted to identify previously undetected threats. Our experts will use various techniques to search for signs of compromise and potential vulnerabilities.

Our SOC, headquartered in Alpharetta, Georgia, is International Organization for Standardization (ISO) 27001 certified and staffed 24x7x365. Our SOC team is comprised of three levels of Security Analysts assigned to customer clusters and managed by a SOC Manager.

Role	Years of Experience	Education	Required Skills/Certifications	Responsibilities
Associate Analyst	2 to 5 Years	BS/MS in Computers	Certified Security Analyst (CSA)	Responsible for alert triage and investigation of intrusion

				detection/prevention systems (IDS/IPS) events and logs and threat hunting.
Analyst	3 to 6 Years	BS/MS in Computers	CSA Certified Incident Handler / Threat Intelligence	Responsible for alert triage and investigation, threat hunting, alert tuning, and supporting Remote Incident Response.
Senior Analyst	5 to 8 Years	BS/MS in Computers	CSA Certified Incident Handler / Threat Intelligence / Certified Information Systems Auditor (CISA)	Responsible for alert tuning, threat hunting, leading Remote Incident Response engagements, and handles escalated investigations.
Pod Lead	8 + Years	BS/MS in Computers	CSA Certified Incident Handler / Threat Intelligence CISA / Certified Information Systems Security Professional (CISSP)	Manages the SOC teams. Responsible (along with the named Customer Advisor) for the MDR service delivered to their team's assigned customers.

MGT's proposed MDR solution will trigger alerts on a real-time basis which will be investigated by our 24x7 SOC analysts based on Priority classification. The SOC Analyst will:

- Classify security Incidents into one of the three priorities described below:
  - Priority 1 - a high priority security Incident in which MGT recommends immediate defensive action be taken.
  - Priority 2 – a medium priority security Incident in which MGT recommends action be taken within 12 - 24 hours of notification; and
  - Priority 3 – a low priority security Incident in which MGT recommends action be taken within one to seven days of notification.
- When possible, eliminate false positives and benign triggers.
- Escalate security Incidents to an Authorized Security Contact or Designated Services Contact in accordance with processes as defined during the Integration and Transition Phase.
- Provide remediation/countermeasure recommendations, if applicable.
- Assist your security teams with performing root cause and impact analysis.
- Adjust alert prioritization options based on criticality.
- Consider ongoing policy improvements and notify you of MGT recommended policy changes.
- Perform analysis of potentially harmful security alerts.
- Perform updates to existing policy rules.
- Provide Incident handling support.

Tools

MGT's 24x7x365 SOC will leverage the tools below for threat intelligence, and MGT's SOC specialists have created a unique security feed on top of the below-mentioned feeds from our tools. These feeds get updated every 24 hours. The sources are:

- Revil / Kaseya IOC detection
- Tor Exit Nodes
- Russian GRU - Brute Force Campaign IOCs
- Microsoft Malicious Driver Advisory
- Special Malware Blacklist
- Ransomware Blacklist
- Malicious Signed Rootkits
- Abuse.ch
- URL Haus

Tactical Security Operations Center (SOC)24x7x365 Monitoring

MGT's 24x7 SOC helps clients to view their entire infrastructure through a single pane of glass and take control of the threat environment.

MGT's MDR provides a unified environment for incident detection and response, authentication monitoring, and endpoint visibility. The solution combines the full power of endpoint forensics, log search, and sophisticated dashboards.

Key features and capabilities of MGT's MDR

- Threat Detection
- Threat Investigation
- Threat Containment
- Threat Remediation and Mitigation
- Real-time Data Visualization and Analysis
- Visibility into North/South as well as Lateral Movement East/West
- Proactive Threat Hunting Including Honey Pot Deployments for trapping.

SCALABILITY AND ADAPTABILITY

MGT's solutions can be scaled to all other critical infrastructure or sites as needed and can be easily integrated with all cloud-based applications, technologies, and products. One of the most scalable features of the MGT Security Information and Event Management (SIEM) is the ability to use any raw log to parse and metadata to build meaningful output that can be utilized in alerts, dashboards, reports, and investigations.

The storage associated with the solution is scalable as per the needs of the port with unlimited log size.

MGT's SOC can protect users from phishing, social engineering attacks, misconfiguration in cloud assets, lateral movement by attackers, and other causes of data breaches and service interruption. MGT's SOC collects data from major management and security tools, combines that with information from across the City's footprint, and uses advanced analytics to detect malicious behaviors. It also provides context for rapid incident response and supports cloud reporting and compliance.

SECURITY VISIBILITY AND THREAT RESILIENCE

MGT MDR includes:

- 24x7 Real time monitoring for Security Incidents
- User Behavior Analytics

- Attacker Behavior Analytics
- File Integrity Monitoring
- Payment Card Industry (PCI) Compliance with One Year Log Retention
- Network Traffic Analysis
- Threat Intelligence Detections (Intel) with Global Database
- Ongoing Threat Hunts
- Advanced Security Inspection for Malware
- Monthly Compromise Assessment
- Enhanced Vulnerability Management
- Deep Security Monitoring
- Intelligent Threat Detection
- Faster Incident Response
- Deep Packet Inspections
- Predictive Analytics and Contextual Workflows
- Threat Analytics and risk investigation solution that helps reduce the impact of cyber threats.
- Spoofing, Domain Name Server (DNS), Dynamic Host Configuration Protocol (DHCP) Abuse

THREAT HUNTING PROCESS

MGT's threat hunting approach is rooted in the Security Orchestration, Automation, and Response (SOAR) playbook. In the SOAR approach, automating threat hunting processes (such as identifying suspicious malware, domains, and other indicators of compromise) free up the team to tackle the most critical threats faster. It lowers the barrier to hunting and helps identify and prioritize true threats before they impact the network.

MGT KEEPS ALL EYES ON THE ENVIRONMENT 24X7

When it comes to cloud and hybrid environments, managing an unbounded and complex IT system is complicated. It either comes with the high cost of personnel dedicated to manual monitoring, or you risk missing important alerts due to sheer volume and lack of processes. MGT Leverages SOAR to bypass the cyclical pileup of new security events by automating workflows to handle repetitive tasks without unnecessary human involvement.

OPERATIONALIZE DISPARATE DATA SETS

The more data sets we can analyze, the more proactive we can be at searching for compromises. When done manually, however, this can be an overwhelming task that can quickly lead to burnout. Today, companies are producing more data than ever before, meaning security teams need the ability to keep up and analyze it to ensure suspicious activity does not fly under the radar.

With SOAR solutions, we can add data sets to be analyzed continuously without adding time to our hunt cycle. This can reduce time-intensive processes down to seconds or minutes, while ensuring every piece of data is scanned and the client is notified the moment anomalous activity is detected. Even as the organization grows in both size and complexity, SOAR can easily adapt by ingesting new tools and data sets.

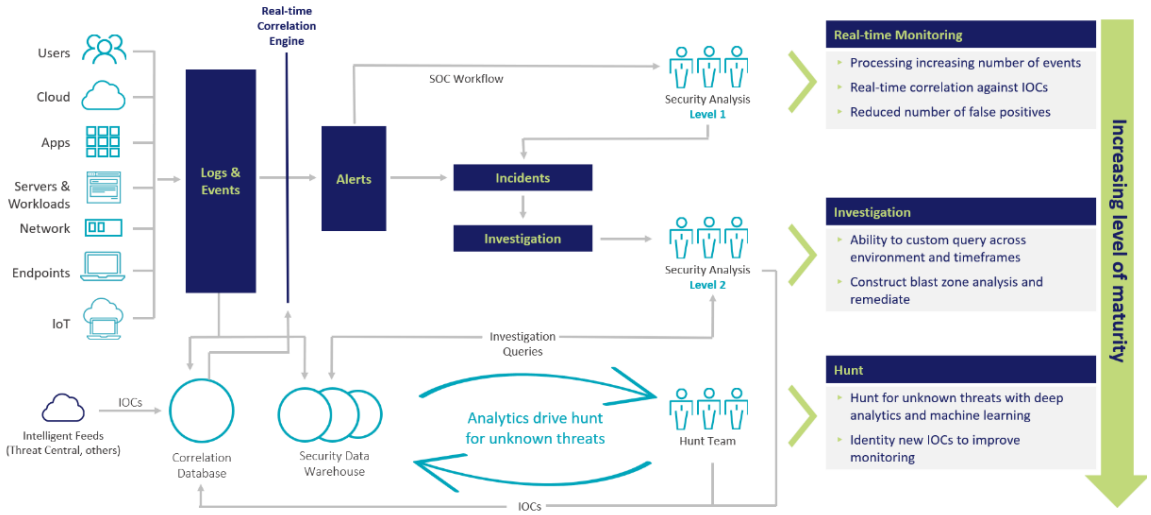
AUTOMATE REPEATABLE TASKS

Leveraging SOAR tools, we can select the most repetitive and time-consuming processes for automation, allowing the client to shift its focus to more valuable and interesting work while speeding up time-to-response.

JUMP INTO ACTION FASTER

Not only can SOAR streamline monitoring, investigating, and alerting, but it can also create, and kick-off response workflows based on the type of threat discovered. Orchestration and automation ensure that the exact protocol is followed every time, and it gives stakeholders visibility throughout the entire process.

MGT USE CASES FOR A MATURE SOC



24X7X365 MANAGED DETECTION AND RESPONSE SERVICES DELIVERY

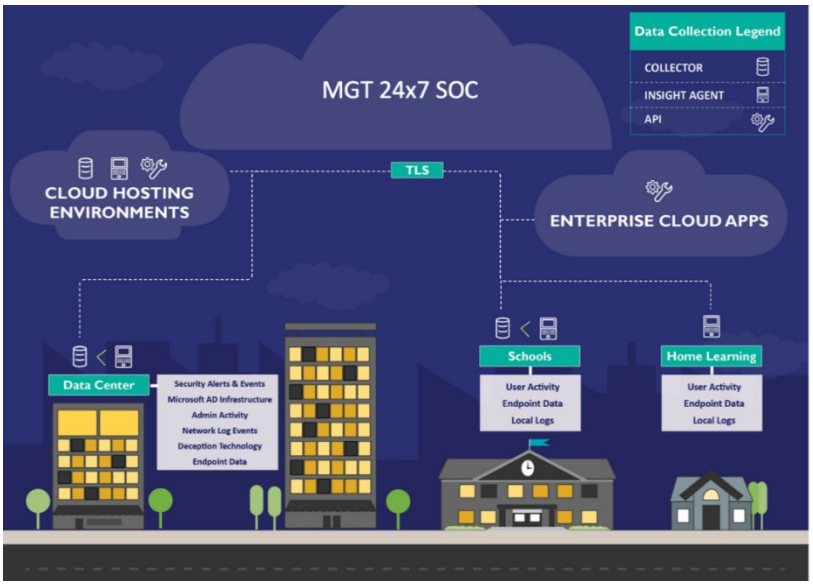
MGT's MDR solution leverages our deep security bench to deliver precise and proactive hunting and detection, strategic and tactical incident response and remediation, and intentional communications and reporting to create a transparent and efficient convergence between our SOC and your internal resources.

The cybersecurity environment will be assigned to our U.S.-based Intelligence SOC staffed 24x7 by our experienced analysts to ensure *continuous 24x7x365 monitoring coverage for real-time alert investigation, threat hunting, and incident response.*

Security Event Monitoring

THREAT HUNTING PROCESS

SOAR Playbook, automating threat hunting processes—such as identifying suspicious malware, domains, and other indicators of compromise (IoCs)—can free up the team to tackle the most critical threats faster. It lowers the barrier to hunting and helps identify and prioritize true threats before they impact the network.



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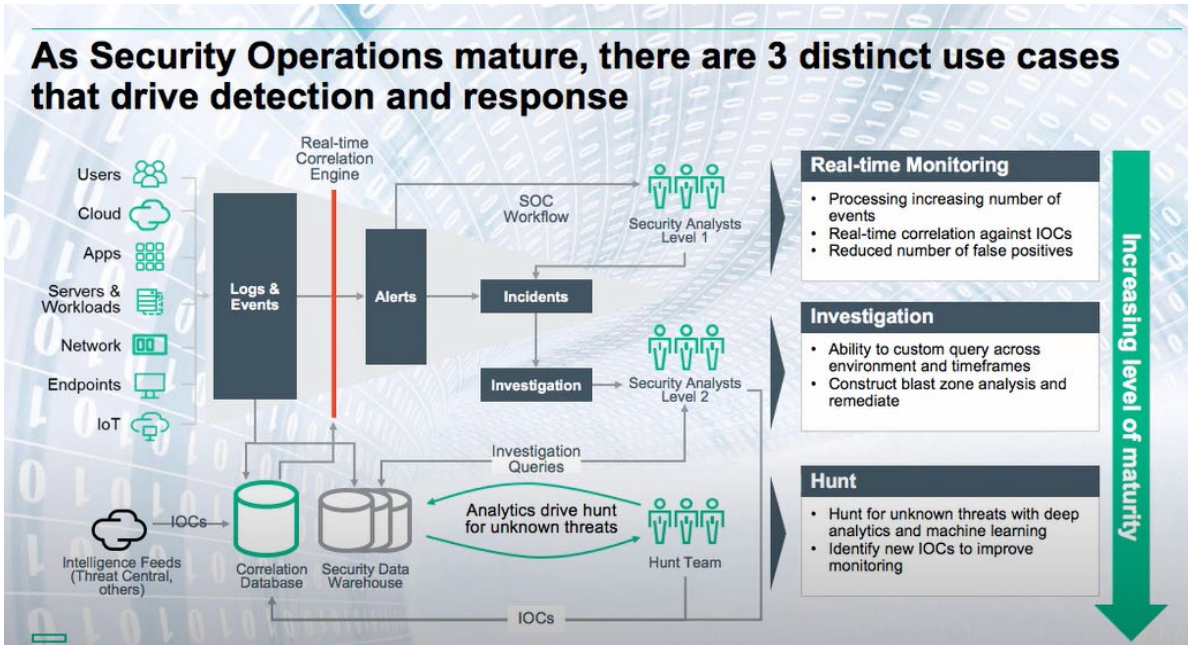
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Automate repeatable tasks: Leveraging SOAR tools, we can select the most repetitive and time-consuming processes for automation, allowing the client to shift its focus to more valuable and interesting work while speeding up time-to-response.

Jump into action faster: Not only can SOAR streamline monitoring, investigating, and alerting, but it can also create, and kick-off response workflows based on the type of threat discovered. Orchestration and automation ensure that the exact protocol is followed every time, and it gives stakeholders visibility throughout the entire process.

Run books: The run books provide step by step action to take based on the type of incident we have and exactly how to perform the steps. Since all attacks are not created equal, we need to tailor our response: This is where detailed run books become invaluable.

Containment and removal: All malware will require some type of containment/removal action. Leverage automation to identify the affected users and assets, leaving decision points for security practitioners to remove the necessary user accounts, isolate the malware, or disconnect machines from the network.



THREAT INTELLIGENCE USAGE AND SOURCES

The MGT SOC Quarterly Threat Report leverages intelligence from a very extensive network—including the Insight cloud, MGT Managed Services, MGT Incident Response engagements, Project Sonar, Heisenberg Cloud, and the Metasploit community—to put this shifting landscape into perspective. It gives you a clear picture of the threats that are faced within City's comparable organizations, and how those threats change throughout the year.

MGT has a blend of technical expertise and classic analytic tradecraft. Our SOC team has a solid foundation in the products and processes across the intelligence cycle of assessing the capabilities, intentions, and activities – technical and otherwise – of potential adversaries and competitors in the cyber domain. Our analysts deploy deep and current knowledge of the attack surface, its most vulnerable and high value targets, and how its technical vulnerabilities may be exploited; maintain up-to-the-minute situational awareness on what malicious actors are using and targeting; and develop techniques and program custom tools to detect local changes, identify suspect interactions, and watch for and respond to what the malicious actors are doing. We also work on understanding the attackers' motivation, language, organization, and social behaviors, as well as group the threat actors logically to create effective "cyber" profiles of groups, actors, and campaigns, thereby helping organizations become more proactive in their security posture and defense.

Our Threat Assessment and Artifact Analysis Strategy:

1. Identify
2. Protect
3. Detect
4. Respond
5. Recover

In the table below, we show how the areas of functionality are aligned to our Cyber-Intelligence Collection and Development using our Security Information and Event Management platform.

Functionality	MGT Cyber-Intelligence Approach aligning to NIST Framework
Identify	Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
Protect	Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
Detect	Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
Respond	Develop and implement appropriate activities to act on a detected cybersecurity event.
Recover	Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

CENTRALIZED LOG COLLECTION AND MANAGEMENT

MGT's comprehensive log collection approach gathers logs not only from compliance perspective with security log collection but also from multiple other sources to have holistic data to analyze for threats and trends along with security improvements and user behavior. Our log collection is designed to be non-intrusive and collected from a variety of sources including firewalls, intrusion detection and prevention systems, end point management center,

authentication servers, network access control servers, network devices including routers, switches (wired, wireless networks), remote access devices, vulnerability management software, web proxies and URL filtering, and other devices in the network. Typical log types include Events, Syslog, Agent/Agentless logs, user log, remote log, application log, flow data, end point logs, etc.

Threat Lifecycle Management is the fundamental workflow of an effective SOC. This series of aligned security operations (SecOps) capabilities and processes gives a holistic visibility of the IT environments so we can quickly detect, mitigate, and recover from a security incident. MGT's solution has a single user interface from which we can evaluate alarms, investigate threats, and respond to incidents. Our log management solution acts as a foundation for comprehensive SIEM including the following use cases:

- Real-time threat detection and mitigation
- Threat Hunting in Realtime
- Incident investigation and forensics including Indicators of Compromise (IOC)
- Compliance to regulations and standards
- Capacity planning, performance, and uptime
- Evidence for legal and human resources cases
- Detecting and preventing IP theft
- Detect lateral movement of threats within the network.
- Auditing and enforcing employee productivity.
- Troubleshooting system and network problems
- Auditing and enforcing IT security policy.
- Utilizing SOAR actions to block the malicious activity in Realtime.

Security Information Management

MGT's comprehensive log collection approach gathers logs not only from compliance perspective with security log collection but also from multiple other sources to have holistic data to analyze for threats and trends along with security improvements and user behavior. Our log collection is designed to be non-intrusive and collected from variety of sources including firewalls; intrusion detection and prevention systems; end point management centers; authentication servers; network access control servers; network devices including routers; switches (wired, wireless networks); remote access devices; vulnerability management software; web proxies and URL filtering, and other devices in the network. Typical log types include events, syslog, agent/agentless logs, user log, remote log, application log, flow data, end point logs etc.

Threat Lifecycle Management is the fundamental workflow of an effective security operations center (SOC). This series of aligned SecOps capabilities and processes gives a holistic visibility of the IT environments so we can quickly detect, mitigate, and recover from a security incident. The MGT solution has a single UI where we can evaluate alarms, investigate threats, and respond to incidents. Our Log management solution acts as a foundation for comprehensive security information and event management (SIEM).

Log Sources shall be carefully selected for completeness in line with log retention requirements.

1. Centralized logging of events

2. Normalization of data
3. Understand the traffic flow
4. Perform detailed analysis
5. Correlate, investigate, remediate in real time

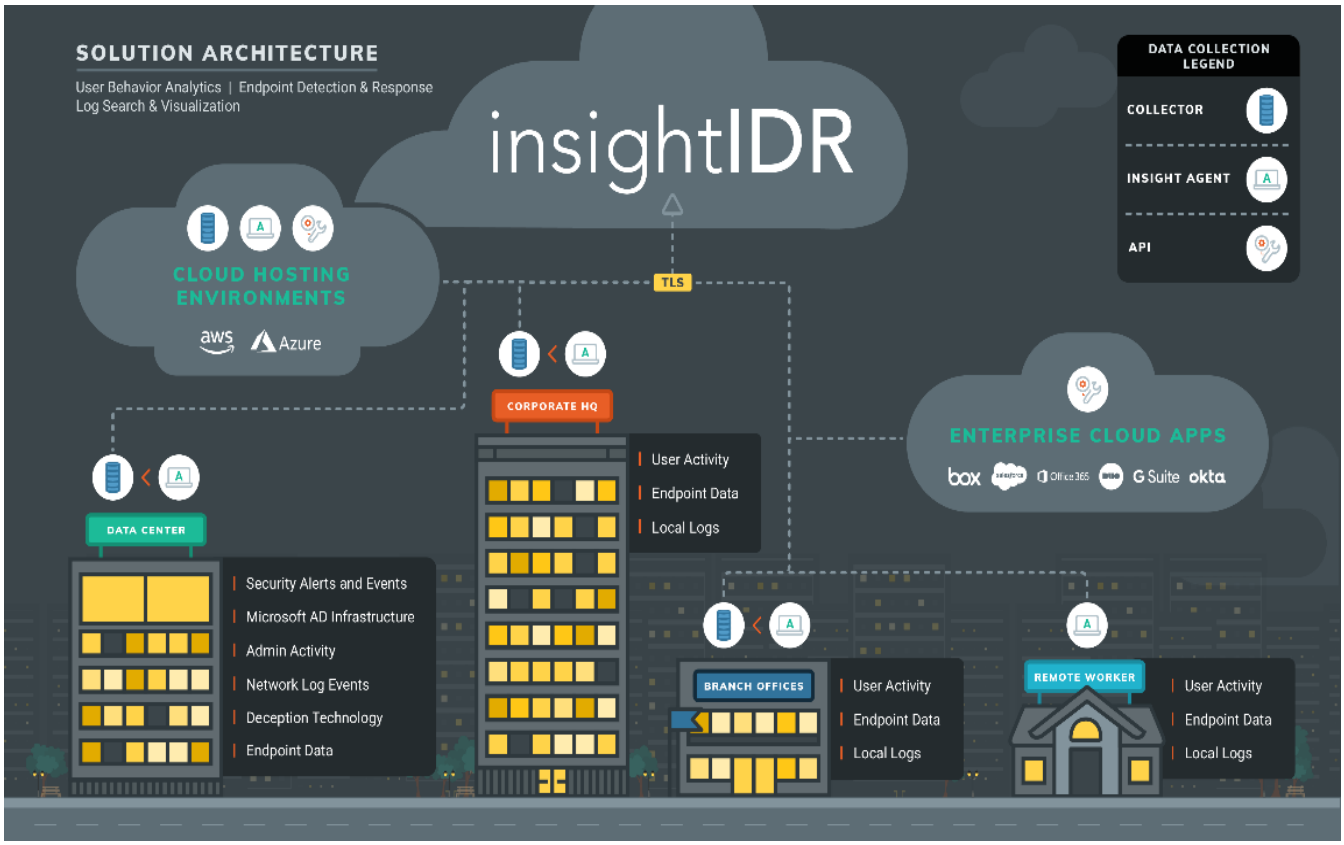
In the table below, we show how the areas of functionality are aligned to our Log Management approach using our Security Information and Event Management platform.

Functionality	MGT Log Management Approach
Log Collection	Collect all logs, including OS, user authentication, and custom application logs from all firewalls and network security devices
Log Retention	Retain raw and parsed log data for 12 Months in the Government Secured AWS Cloud Instance
Reporting	Real-time reporting, security incidents reporting, scheduled reporting, historical reporting, compliance reporting, executive summary reporting, and ad-hoc reports
Analysis	Real-time threat detection and mitigation, incident investigation and forensics, correlation, threat scoring, and event prioritization
Alerting & Notification	Advanced security-focused reporting, real-time alerting, and notifications
Other Features	Incident management, other security data analysis

SIEM Solution

MGT proposed InsightIDR has been a leader in Gartner's magic quadrant three times in a row over the past five years. The state-of-the-art detection and response from the SIEM solution are the main reason for it acquiring this position. We would like to use this solution for City's network to protect it from the outside world.

SIEM SOLUTION: INSIGHTIDR



MGT proposed solution provides a unified environment for incident detection and response, authentication monitoring, and endpoint visibility. The solution combines the full power of endpoint forensics, log search, and sophisticated dashboards.

INSIGHTIDR SOLUTION ESSENTIAL COMPONENTS

(1) InsightIDR Collector: (Installed On-Prem using VMware or Hyper V)

The Collector is the on-premises component of InsightIDR on the City's network running agent software that polls data and receives data from event sources and makes it available for InsightIDR analysis. An event source represents a single device that sends logs to the Collector. A VM can be provisioned as Collector. We recommend deploying Collectors based on the network topology of the City. At a minimum, we will have one Collector per site. We expect the City to provision the VM resources while MGT will install the software and configure the software as well as monitor 24x7x365.

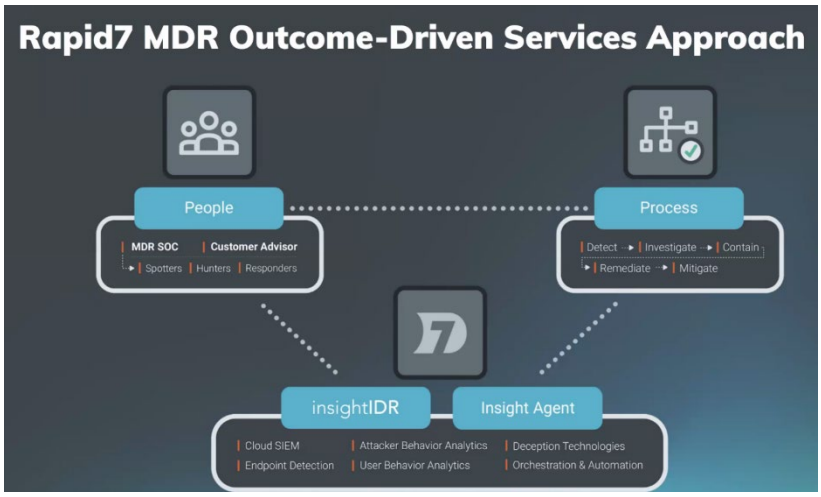
(2) Data Collector for Log Collection from Firewalls, Routers, and Switches: (Installed On-Prem using VMWare or Hyper V)

The Collector is the on-premises component of InsightIDR. All syslogs from firewalls, routers, and switches across both data centers are forwarded to the dedicated data collector.

(3) Insight Agent (Installed on all Servers at Both the Data Centers)
The Agent is deployed on all of the City's servers. In the event the City chooses not to deploy agents on endpoints, we have the option of integrating InsightIDR to endpoint software such as anti-virus using API Integration.

(4) Cloud Deployments (Configured on the Cloud and Integrated with On-Prem DC)
InsightIDR can also be deployed in the Cloud including Microsoft Azure and AWS and integrated with the on-prem data collectors so the InsightIDR Dashboard processes this as one single event.

MGT will be responsible for installation, configuration, and tuning of the managed security services system, as well as 24x7 monitoring, investigating for threats, validation of investigated alerts and isolating false positives, detailed malware activity analysis, detailed incident response, and threat hunting. Remediation and mitigation actions can also be performed based on the City's request at an additional cost and after the City's approval. MGT stands apart from other security service providers in taking full responsibility for the SIEM services including Incident Detection and Response (with MGT proposed InsightIDR). The solution can integrate with multiple EDR Services (using application programming interface [API] integration with current the City endpoint solutions as well as installing agents on the City's servers)



- 24x7x365 environment monitoring from SOC
  - Investigate Managed Detection and Response ABA, UBA, & NTA alerts.
  - Validate investigated alerts to remove false positives (including RFI confirmation from the City when needed).
  - Validate alerts and remove false positives from the alerting system.
  - Analyze malware and malicious activity.
  - Develop attack storyboarding.
  - Write and assemble Findings Reports detailing any verified suspicious or malicious activity.
  - Coordinate with the City to ensure findings reports and all recommendations are understood.
  - Remediation & mitigation actions performed on an as-needed basis at an additional cost.
- Threat Intelligence
  - Monitor global attacks and vulnerabilities.
  - Share research and findings in threat Intelligence reports.
  - Add threat intel findings to monitoring detections.
- Incident Response

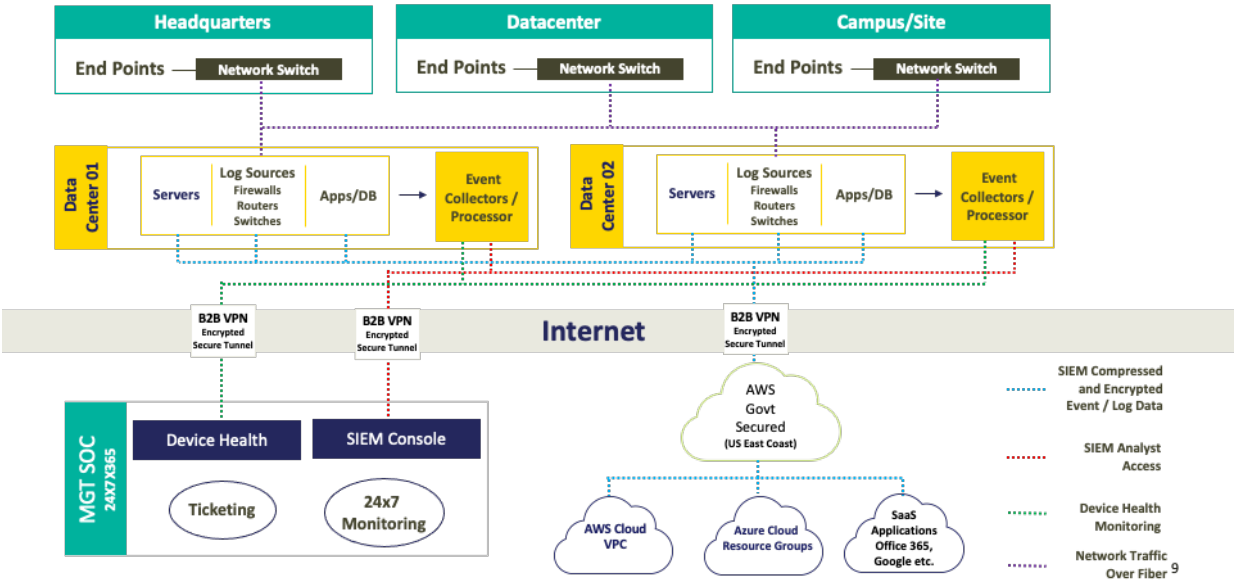
- Suggestion for IR if a breach is confirmed.
- Scoping of breach.
- Reporting of findings and performance of forensics and autopsy.
- Presentation of findings.
- Remediation and mitigation actions performed on as needed basis on an additional cost.

Advanced Analytics and Capabilities

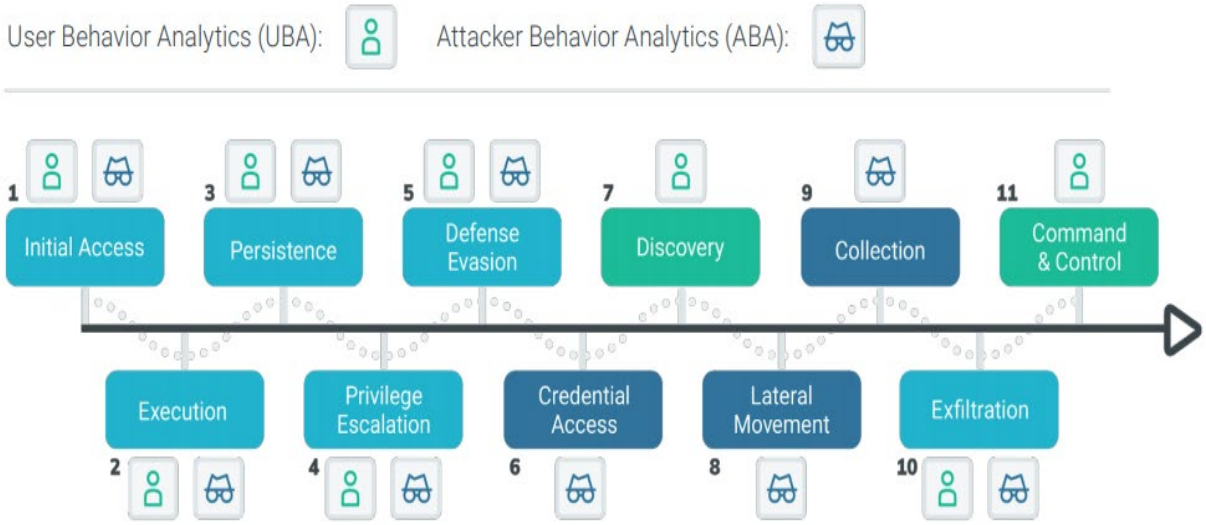
MGT employs leading-edge tools and a highly trained team to apply sophisticated analytics and stay one step ahead of the "bad actors." While many solutions detect known threats based on their signature, MGT, with its proposed SIEM solution, leverages five proven detection methodologies to find known and unknown attackers:

- Threat Intelligence
- User behavior analytics
- Attacker behavior analytics
- Proactive threat hunting
- Deception technologies

InsightIDR delivers highly scalable, patented machine analytics for advanced correlation and behavioral analysis, including automated behavioral, histogram, statistical, and whitelist profiling. Multiple AI Engine analytics are run in support of distributed analysis and workload scaling.



Detecting threats using behavioral-based analytics is a core differentiator for our SIEM technology. The detection that InsightIDR provides across the attack chain stems from a combination of user and attacker behavior analytics, endpoint data, and deception technology. Effective implementation of user- and deviation-based detection methodologies requires deep visibility into endpoints, network metadata, authentication/authorization events, and logs.



ENDPOINT DETECTION AND RESPONSE (EDR)

Real-time EDR is critical for recognizing the first signs of attack. When an endpoint is compromised, attackers also access the sensitive information on that endpoint, as well as potential protocols or credentials to further penetrate the network or more privileged machines. Via MGT's proposed solution's universal cloud-based Insight Agent, InsightIDR conducts endpoint scanning and alerts to reliably detect threats on the endpoint. These endpoints are often missed by traditional SIEMs but are vital in identifying specific assets that are targeted in an attack.

USER AND ENTITY BEHAVIOR ANALYTICS (UEBA)

InsightIDR User and Entity Behavior Analytics (UEBA), also known as UBA, is the process of gathering insight into the network events that users generate every day. Once collected and analyzed, it can be used to detect the use of compromised credentials, lateral movement, and other malicious behavior. UEBA connects activity on the network to a specific user as opposed to an IP address or an asset. This means that if a user starts to behave in a way that's unusual or unlikely, even if it isn't flagged by traditional perimeter monitoring tools, you'll be able to spot the behavior quickly, determine whether it's anomalous, and start an investigation if needed.

Threat Intelligence

InsightIDR is your security center for incident detection and response, authentication monitoring, and endpoint visibility. InsightIDR identifies unauthorized access from external and internal threats and highlights suspicious activity, so you do not have to weed through thousands of data streams.

InsightIDR provides a holistic view of the complete network, giving MGT's SOC team the information needed for a complete review and analysis of the City's environment. Some unique features that make InsightIDR a great tool for SIEM include the following:

UNIFY YOUR DATA INTO A SINGLE SECURITY VIEW:

Track user network resources, their devices, and their visited cloud services. InsightIDR normalizes network data and attributes it to users, so you know the origin, owner, and time of event.

ANALYZE RAW LOGS, ENDPOINT DATA, AND NETWORK TRAFFIC:

InsightIDR collects data streams from every possible place and brings them together in one convenient place for you to analyze. Sift through raw logs, visualize your endpoint data, or organize your network traffic from users.

RECEIVE ALERTS FOR SUSPICIOUS ACTIVITY:

Whether or not suspicious activity is happening on your network, InsightIDR sets up traps that alert you of security gaps.

PRIORITIZE EVENTS:

Because traffic and data are normalized, InsightIDR automatically prioritizes network events and brings notable events to your attention. InsightIDR filters out non-critical events so you can focus on the important ones.

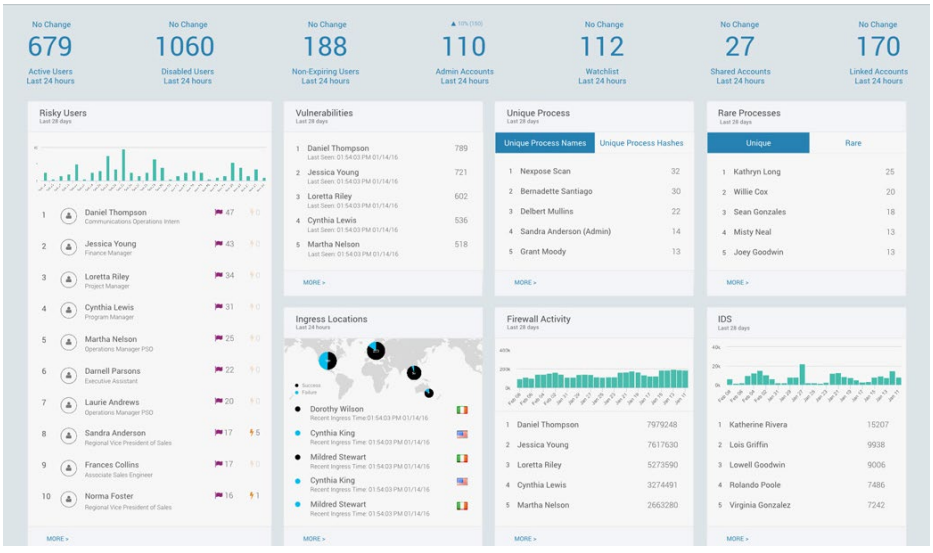
INVESTIGATE EVENTS:

In the event of a breach, security teams will have contextual information of compromised data, time of event, and possible next actions of the intruder. Some other additional features that make MGT-proposed InsightIDR unique are:

- User Behavior Analytics
- Attacker Behavior Analytics
- Endpoint Detection and Visibility
- Network Traffic Analysis
- Centralized Log Management
- Visual Investigation Timeline
- Deception Technology
- FIM
- Automation

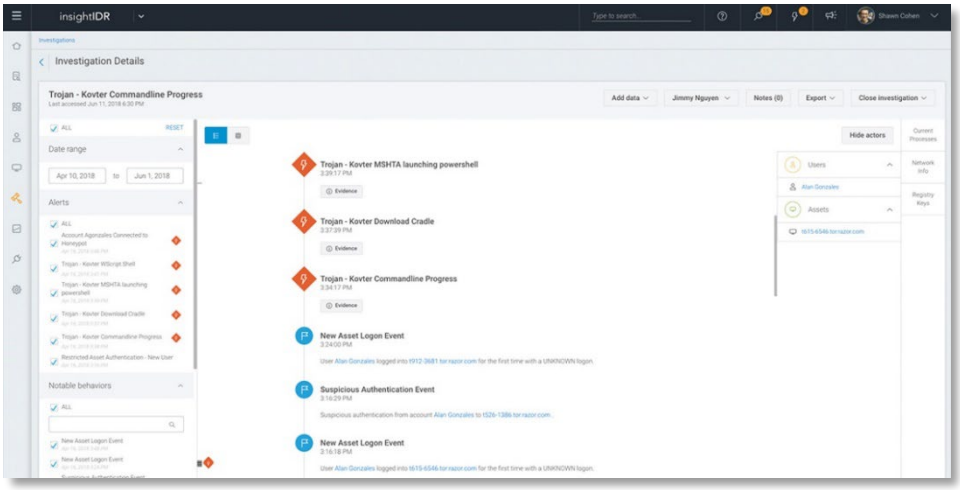
User Behavior Analytics

- Easy visibility across all your users
- Spot misconfigurations and improve security posture.
- Machine learning baselines user activity



InsightIDR UEBA (also known as UBA), is the process of gathering insight into the network events that users generate every day. Once collected and analyzed, it can be used to detect the use of compromised credentials, lateral movement, and other malicious behavior. UEBA connects activity on the network to a specific user as opposed to an IP address or an asset. This means that if a user starts to behave in a way that is unusual or unlikely, even if it is not flagged by traditional perimeter monitoring tools, you will be able to spot the behavior quickly, determine whether it's anomalous, and start an investigation if needed.

The above graphical representation shows the holistic view for all user activity and changes made within the accounts the users manage.



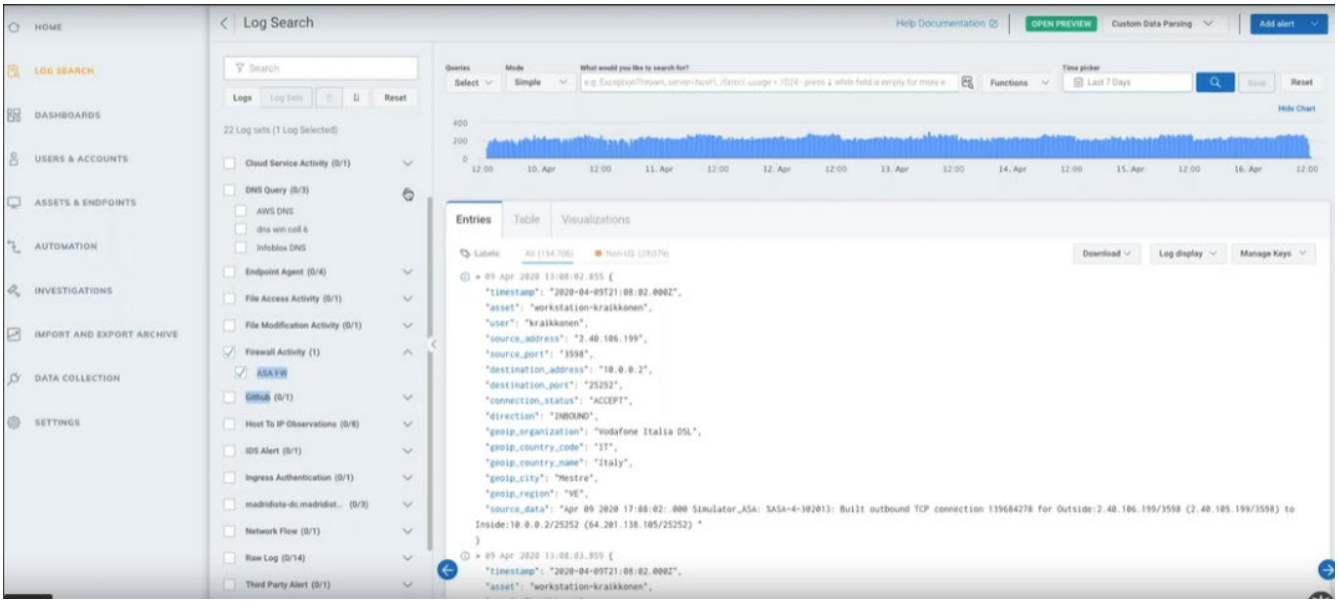
Attacker Behavior Analytics

The solution sees attacks first-hand via the Metasploit project, pen tests and incident response engagements, and our MDR customers. The solution uses new detections to catch attacker behavior based on their findings, and this evolving library comes in InsightIDR. Each ABA detection helps you understand why the alert is firing along with how to respond to it. You will also be shown recent adversary groups using the technique, helping you predict targets for the attacker.

CENTRALIZED LOG MANAGEMENT:

- Integrate your security stack.
- View data in a single, correlated context
- Customize reporting to fit your needs.
- Prioritize event investigations

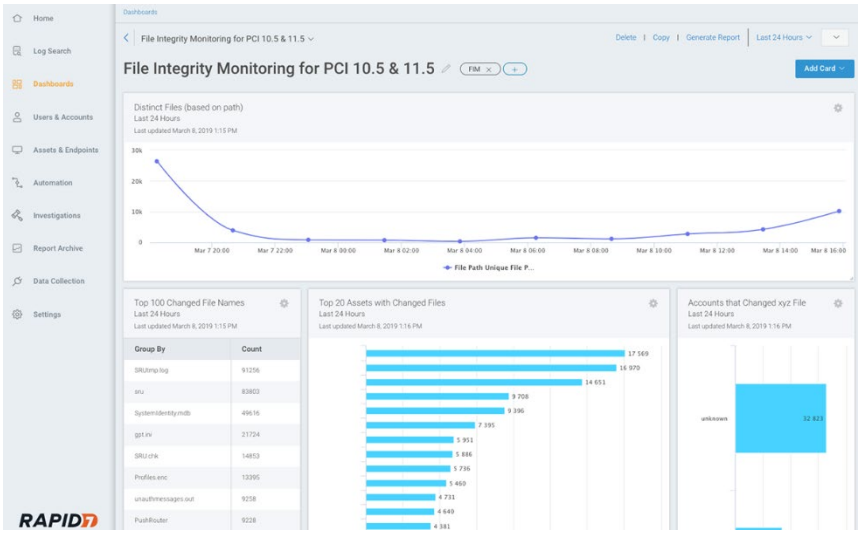
InsightIDR correlates the millions of daily events in your environment directly to the users and assets behind them to highlight risk across your organization and prioritize where to search. Our cloud-based architecture behind the Insight platform delivers a smooth search across your logs and automates compliance without worrying about racks of hardware.



FILE INTEGRITY MONITORING (FIM)

The InsightIDR agent FIM solution actively watches the changes of files within your environment by monitoring file modification activities. The agent provides key metrics to detect suspicious behavior applied to critical system files that do not often change and to privileged data files being sabotaged. InsightIDR FIM provides coverage to various compliance requirements such as PCI, HIPPA and General Data Protection Regulation (GDPR).

While InsightIDR excels at surfacing unknown attacks, it will also help you face a known challenge: demonstrating compliance across your security program. This includes audit logging and log management (e.g., PCI Requirement 10), user monitoring (e.g., NIST Cybersecurity Framework [CSF] Detect), and now, FIM, a regulation mandated across PCI, HIPAA, and GDPR. Once you deploy the included Insight Agent to your critical assets, you can activate file integrity monitoring to flag any changes to any specified files or directories on that endpoint.



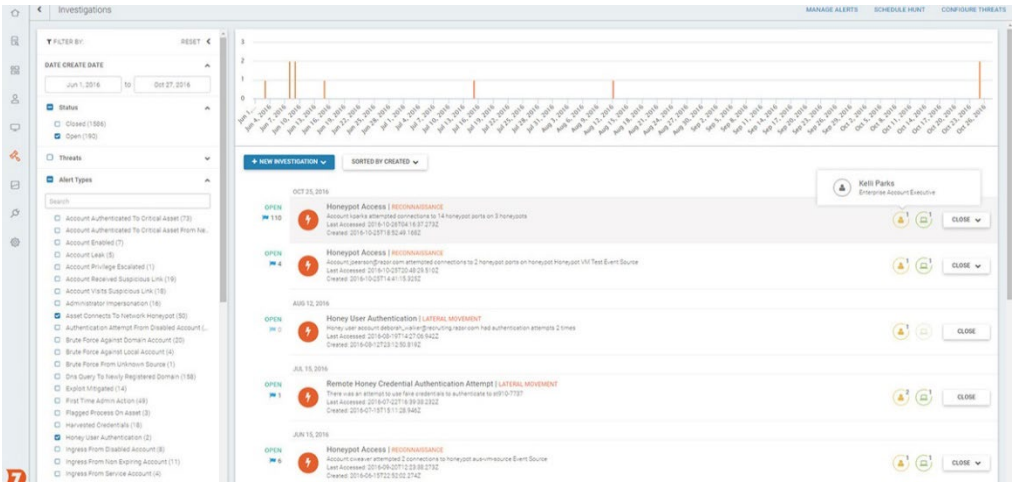
FIM is an important security defense layer for any organization monitoring sensitive assets. MGT implements FIM services using the InsightIDR SIEM solution deployed; we get the benefit of FIM along with proactive threat detection and containment capabilities. Other use cases we can solve with the EDR capabilities in InsightIDR include:

DECEPTION TECHNOLOGY:

Monitoring solutions that only analyze log files leave traces of the attacker unfound. Through InsightIDR's deep understanding of attacker behavior, InsightIDR provides not only UBA and endpoint detection, but easy-to-deploy intruder traps. These include honeypots, honey users, honey credentials, and honey files, all crafted to identify malicious behavior earlier in the attack chain.

- Leverage the SIEM community.
- Easily deploy and manage honeypots.
- Catch the use of stolen credentials.
- Gain file-level visibility.

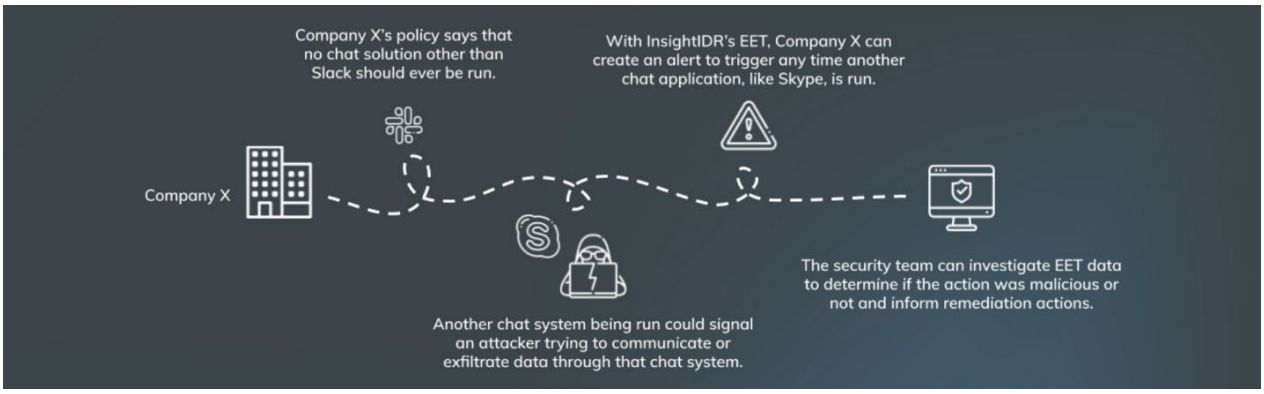




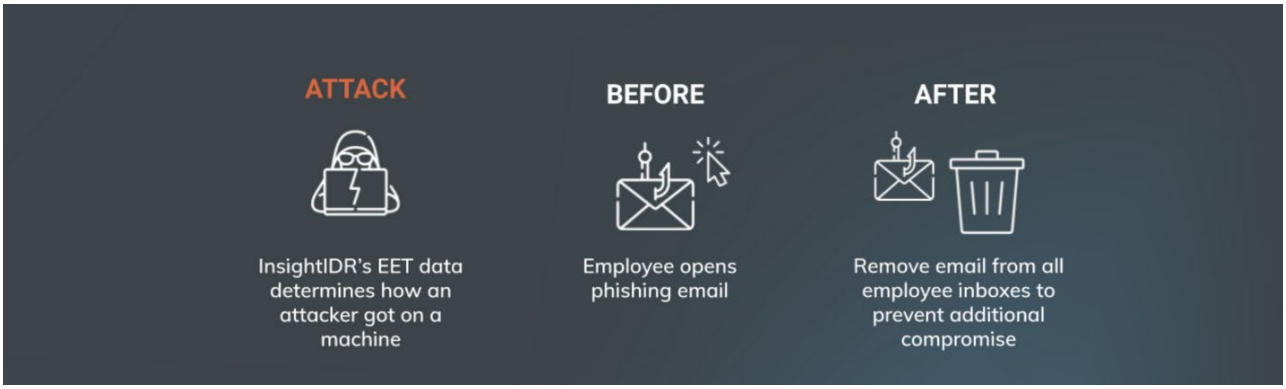
ENHANCED ENDPOINT TELEMETRY (EET)

➢ Detect and hunt custom threats:

MGT-proposed IDR recognizes certain actions in your environment that indicate compromise may be totally normal for other organizations. For example, Skype being run on an endpoint may be routine for some organizations, but if your company policy only allows use of Slack, then it's a red flag. We've got you covered. EET allows you to create alerts based on threats that are unique to your specific company policies, environment, or industry. You can also proactively hunt for threats by searching through this archive of endpoint activity data, such as patterns that may look benign in isolation, but together, indicate an attack.



➢ Accelerate investigations:

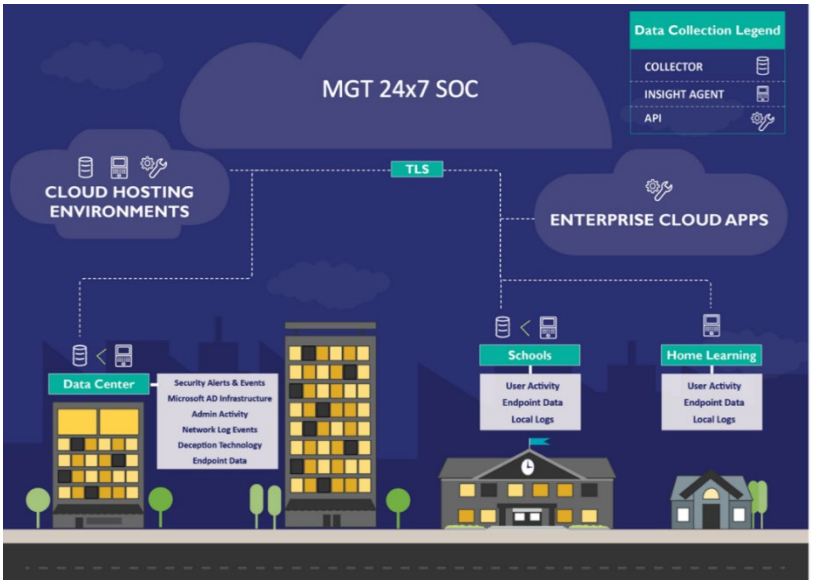


Get the complete picture of what happened before, during, and after an attack. EET sends all endpoint start process data to log search in InsightIDR, giving you the data to understand the full scope of an attack on an endpoint, investigate incidents faster, and respond more thoroughly.

Security Event Monitoring

THREAT HUNTING PROCESS

SOAR Playbook, automating threat hunting processes—such as identifying suspicious malware, domains, and other indicators of compromise (IoCs)—can free up the team to tackle the most critical threats faster. It lowers the barrier to hunting and helps identify and prioritize true threats before they impact the network.



MGT keeps all eyes on the environment 24x7: When it comes to cloud and hybrid environments, managing an unbounded and complex IT system is, well, complicated. It either comes with the high cost of personnel dedicated to manual monitoring, or you risk missing important alerts due to sheer volume and lack of processes. MGT Leverages SOAR to bypass the cyclical pileup of new security events by automating workflows to handle repetitive tasks without unnecessary human involvement.

Operationalize disparate data sets: The more data sets we can analyze, the more proactive we can be at searching for compromises. When done manually, however, this can be an overwhelming task that can quickly lead to burnout. Today, companies are producing more data than ever before, meaning security teams need the ability to keep up and analyze it to ensure suspicious activity does not fly under the radar.

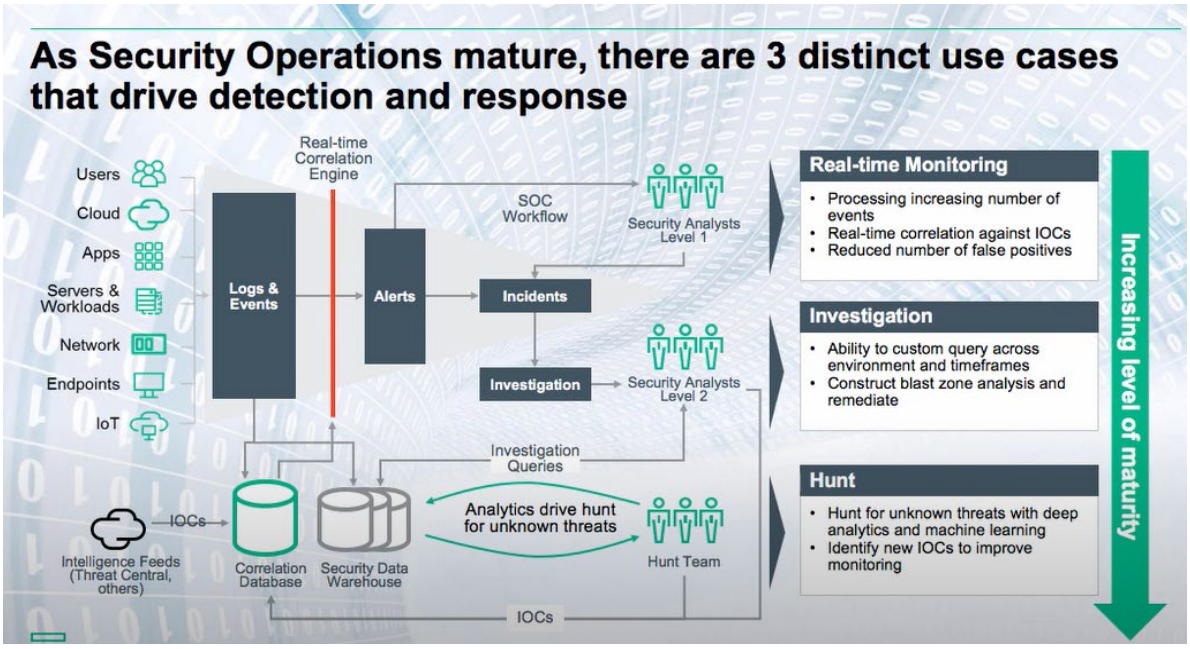
With SOAR solutions, we can add data sets to be analyzed continuously without adding time to our hunt cycle. This can reduce time-intensive processes down to seconds or minutes, while ensuring every piece of data is scanned and the client is notified the moment anomalous activity is detected. Even as the organization grows in size and complexity, SOAR can easily adapt by ingesting new tools and data sets.

Automate repeatable tasks: Leveraging SOAR tools, we can select the most repetitive and time-consuming processes for automation, allowing the client to shift its focus to more valuable and interesting work while speeding up time-to-response.

Jump into action faster: Not only can SOAR streamline monitoring, investigating, and alerting, but it can also create, and kick-off response workflows based on the type of threat discovered. Orchestration and automation ensure that the exact protocol is followed every time, and it gives stakeholders visibility throughout the entire process.

Run books: The run books provide step by step action to take based on the type of incident we have and exactly how to perform the steps. Since all attacks are not created equal, we need to tailor our response: This is where detailed run books become invaluable.

Containment and removal: All malware will require some type of containment/removal action. Leverage automation to identify the affected users and assets, leaving decision points for security practitioners to remove the necessary user accounts, isolate the malware, or disconnect machines from the network.



THREAT INTELLIGENCE USAGE AND SOURCES

The MGT SOC Quarterly Threat Report leverages intelligence from a very extensive network—including the Insight cloud, MGT Managed Services, MGT Incident Response engagements, Project Sonar, Heisenberg Cloud, and the

Metasploit community—to put this shifting landscape into perspective. It gives you a clear picture of the threats that are faced within the City's comparable organizations, and how those threats change throughout the year.

MGT has a blend of technical expertise and classic analytic tradecraft. Our SOC team has a solid foundation in the products and processes across the intelligence cycle of assessing the capabilities, intentions, and activities – technical and otherwise – of potential adversaries and competitors in the cyber domain. Our analysts deploy deep and current knowledge of the attack surface, its most vulnerable and high value targets, and how its technical vulnerabilities may be exploited; maintain up-to-the-minute situational awareness on what malicious actors are using and targeting; and develop techniques and program custom tools to detect local changes, identify suspect interactions, and watch for and respond to what the malicious actors are doing. We also work on understanding the attackers' motivation, language, organization, and social behaviors, as well as group the threat actors logically to create effective "cyber" profiles of groups, actors, and campaigns, thereby helping organizations become more proactive in their security posture and defense.

Our Threat Assessment and Artifact Analysis Strategy:

6. Identify
7. Protect
8. Detect
9. Respond
10. Recover

In the table below, we show how the areas of functionality are aligned to our Cyber-Intelligence Collection and Development using our Security Information and Event Management platform.

Functionality	MGT Cyber-Intelligence Approach aligning to NIST Framework
Identify	Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
Protect	Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
Detect	Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
Respond	Develop and implement appropriate activities to act on a detected cybersecurity event.
Recover	Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

EDR

Real-time EDR is critical for recognizing the first signs of attack. When an endpoint is compromised, attackers also access the sensitive information on that endpoint, as well as potential protocols or credentials to further penetrate the network or more privileged machines. Via InsightIDR's universal cloud-based Insight Agent, InsightIDR conducts endpoint scanning and alerts to reliably detect threats on the endpoint. These endpoints are often missed by traditional solutions but are vital in identifying specific assets that are targeted in an attack.

ASSET AND EVENT CLASSIFICATION

a. Our Solution includes classifying assets for restricted and whitelist during initial onboarding of assets to establish baselines for critical systems, while receiving valuable insight into which users are logging on to the critical devices.

b. Restricting an asset allows us to monitor access to critical systems at the level of each individual asset. We mark an asset as restricted, which will alert every time a new user logs in to that asset; we can then whitelist or blacklist access to the system, effectively compiling a list of approved users.

c. Restricted assets are useful for auditing access to systems critical for business operations (production web servers, databases, C-level laptops, and so on), security administration (DCs), compliance (Cardholder Data Environment, PII servers, and so on), and more.

d. While you cannot specifically whitelist an asset from alerts, we can remove any existing alerts that are tied to the asset.

e. InsightIDR will generate a Restricted Asset Authentication alert whenever someone uses this critical asset to log in for the first time.

f. Multiple logins from this asset will generate Blacklisted Authentication alerts.

REQUIRED (MINIMUM) EVENT SOURCES (FOUNDATIONAL LOG SOURCES)

Source	Description
Active Directory	The Active Directory event source refers to the collection of the Security event log from a Microsoft Windows domain controller. These include Microsoft Azure, and Snare. InsightIDR requires the collection of the Security event log from all domain controllers in the environment. This includes all Windows domains in the segmented environment. In an environment using Microsoft Azure Active Directory Domain Services (AD DS) and there is no synchronization of the AD DS domain with on-premises domain controllers, At MGT, we recommend that the Security events for the domain be sent to the Azure Event Hub and collected from it using the InsightIDR Azure Cloud Service event source.
Dynamic Host Configuration Protocol (DHCP)	For InsightIDR to conduct user attribution for events, it must first identify what host is associated with the event. For events in which there is no hostname listed but instead have a source IP address, InsightIDR attempts to identify what host is using that IP address. In environments where IP addresses are provisioned using DHCP, these event sources must be added to InsightIDR. This includes Bluecat, Cisco IOS, Infoblox Trinzic, ISC dhcpd, Microsoft DHCP, Sophos UTM, and Cisco Meraki.
Lightweight Directory Access Protocol (LDAP)	The LDAP event source is the collection of user information from a Windows domain. Periodically an LDAP read is performed on the domain to collect user account information, which is used to identify users in the environment. Without this event source, InsightIDR is unable to perform user attribution. This includes Microsoft LDAP.

Managed Vulnerability Identification and Remediation

We recognize that maintaining a robust vulnerability management program can be challenging. Your organization may lack the resources or expertise to:

- Conduct regular vulnerability scans.
- Prioritize vulnerabilities based on severity and risk.
- Efficiently deploy security patches.
- Track and report on remediation efforts.



MGT's VMIR program provides a cost-effective and efficient way to address these challenges. Our solution includes:

- Automated Vulnerability Scanning: We utilize industry-leading vulnerability scanning tools to comprehensively assess your systems and applications for known vulnerabilities.
- Vulnerability Prioritization: Our experienced security analysts analyze the identified vulnerabilities and prioritize them based on exploitability, potential impact, and ease of remediation.
- Patch Management: We take care of the entire patch management process, including identifying, downloading, and deploying security patches efficiently.
- Reporting and Communication: We provide regular reports detailing the identified vulnerabilities, their severity, and the actions taken to address them. We maintain open communication to ensure you're informed about your security posture.

Benefits of MGT's VMIR Program

- Proactive Defense: By identifying and patching vulnerabilities before they are exploited, you significantly reduce the risk of cyberattacks and data breaches.
- Improved Security Posture: A robust VMIR program strengthens your overall security posture, making it more difficult for attackers to gain access to your systems.
- Reduced Downtime: Patching vulnerabilities promptly minimizes the risk of a successful attack that could lead to system downtime and lost productivity.
- Compliance Adherence: Many regulations require organizations to have a vulnerability management program in place. MGT's VMIR service helps you meet these compliance requirements.
- Cost-Effectiveness: Our managed program is often more cost-effective than building and maintaining an in-house vulnerability management team.

Security Operations Center as a Service (SOCaaS)

Cybersecurity threats are relentless and maintaining a 24/7 security posture can be overwhelming for organizations of all sizes. MGT offers a comprehensive Security Operations Center as a Service (SOCaaS) solution to address this challenge. Our SOCaaS provides access to a team of experienced security analysts who continuously monitor your network for threats, investigate suspicious activity, and respond to incidents efficiently.

We understand the challenges organizations face in managing security operations:



- Continuous Monitoring: Maintaining 24/7 security watch is difficult and resource intensive.
- Threat Detection and Response: Identifying and responding to security incidents effectively requires specialized skills and experience.

MGT's SOCaaS provides a scalable and cost-effective solution that addresses these challenges:

- 24/7 Security Monitoring: Our experienced security analysts monitor your network security events and logs around the clock, identifying potential threats in real-time.
- Advanced Threat Detection and Analysis: We leverage advanced security tools and threat intelligence to identify sophisticated attacks that may bypass traditional security measures.
- Incident Response and Containment: Our analysts follow a proven incident response methodology to investigate security incidents, contain threats, and minimize damage.
- Security Expertise: Our team has extensive experience in security analysis, incident response, and forensics, ensuring a comprehensive approach to security operations.
- Scalability: Our SOCaaS solution can be scaled to meet your specific needs, whether you are a small organization or a large enterprise.
- Compliance Support: We can help you comply with relevant security regulations by providing security monitoring and incident response capabilities.

Benefits of MGT's SOCaaS

- Enhanced Threat Detection: Our SOCaaS solution provides a significant improvement in your ability to detect and respond to security threats in a timely manner.
- Reduced Security Costs: MGT's SOCaaS is typically more cost-effective than building and maintaining your own SOC.
- Improved Security Posture: Continuous monitoring and expert analysis strengthen your overall security posture, making you less vulnerable to cyberattacks.
- Faster Incident Response: Our rapid response capabilities minimize the impact of security incidents and data breaches.

Managed Compliance Services

Compliance, Security Program, and Policy Assessments

Our cybersecurity consultants work with you to identify potential vulnerabilities and determine the effectiveness of those policies and procedures in terms of governance, process, and implementation. We use the NIST 800-53 Cybersecurity Framework as well as CJIS Security Policy 5.9 to gauge how prepared your organization is to identity, protect, detect, respond, and recover from a range of cybersecurity incidents within the City's network infrastructure.



Our consultants review every aspect of your current operations and benchmark them against comparable organizations and established best practices. We assess the gaps in your program and work with you to put together a realistic plan to address those gaps and achieve your technological vision. The results identify the City 's most critical needs, prioritize those needs in a meaningful way, and set out a detailed plan to meet those needs that is tailored to the unique structure and capabilities of your organization.

MGT's Managed Compliance Services provide a comprehensive approach to navigating compliance requirements:

- Compliance Gap Assessment: We assess your current security posture to identify gaps between your existing controls and regulatory requirements.
- Compliance Roadmap Development: We work with you to develop a customized compliance roadmap that outlines the steps required to achieve and maintain compliance.
- Implementation and Management: MGT assists with implementing necessary controls, such as access control policies, data encryption, and system hardening.
- Ongoing Monitoring and Reporting: We continuously monitor your compliance posture and provide regular reports on your progress and any identified risks.
- Compliance Training: MGT offers training programs to educate your employees about relevant security policies and procedures.
- Regulatory Updates: We keep you informed of changes to regulations and ensure your compliance strategy remains up to date.

Benefits of MGT's Managed Compliance Services

- Reduced Costs: MGT's services can be more cost-effective than hiring dedicated compliance personnel or relying on one-time assessments.
- Improved Efficiency: We streamline the compliance process, freeing up your internal resources to focus on core business activities.
- Reduced Risk of Non-Compliance: MGT's ongoing monitoring and reporting help ensure you remain compliant with changing regulations.
- Enhanced Security Posture: Our compliance program helps strengthen your overall security posture by identifying and addressing security gaps.

Managed Endpoint Protection

Today's threat landscape is ever evolving, with cyberattacks targeting devices beyond traditional desktops and laptops. MGT offers a comprehensive Managed Endpoint Protection (MEP) service that safeguards all your endpoints, including desktops, laptops, tablets, and mobile phones. Our solution combines advanced antivirus, endpoint detection and response (EDR), and mobile security to provide a layered defense against cyber threats. The rise of mobile devices and the increasing use of cloud applications have expanded the attack surface for organizations. Traditional antivirus solutions alone are no longer sufficient to protect against sophisticated attacks that target vulnerabilities in endpoints.



MGT's MEP provides complete endpoint security with the following features:

- Advanced Antivirus: Our solution utilizes next-generation antivirus technology to detect, and block known malware, viruses, and other threats.
- Endpoint Detection and Response (EDR): EDR goes beyond traditional antivirus, providing real-time monitoring and analysis of endpoint activity. This allows us to identify and respond to suspicious behavior, including zero-day attacks, ransomware, and advanced persistent threats (APTs).
- Mobile Security: MGT offers mobile security solutions to protect smartphones and tablets from malware, phishing attacks, and unauthorized access.
- Centralized Management and Reporting: Our centralized platform provides a unified view of your entire endpoint security posture. You can easily monitor the status of your endpoints, view security incidents, and generate reports.
- Patch Management: MGT's MEP can integrate patch management solutions to ensure your endpoints are always up to date with the latest security patches.
- Ongoing Threat Intelligence: Our security team stays up to date on the latest cyber threats and proactively updates our security solutions to ensure continued protection.

Benefits of MGT's Managed Endpoint Protection

- Enhanced Threat Protection: MGT's MEP provides a layered defense against a wide range of cyber threats, safeguarding your data and critical infrastructure.
- Reduced Security Costs: Our managed service model eliminates the need for in-house expertise and simplifies endpoint security management.
- Improved Efficiency: Centralized management and reporting provide greater visibility and control over your endpoint security posture.
- Compliance Support: MGT's MEP can help you meet compliance requirements that mandate endpoint security measuresManaged Network Security

Your network is the backbone of your organization, connecting devices, users, and critical data. MGT offers comprehensive Managed Network Security services to safeguard your network infrastructure from unauthorized access, cyberattacks, and data breaches. Cybercriminals are constantly developing new tools and techniques to exploit network vulnerabilities. Traditional security measures like firewalls are no longer sufficient to defend against sophisticated attacks.



MGT's Managed Network Security solution provides a multi-layered defense to protect your network:

- Managed Firewalls: Our security experts configure, manage, and continuously monitor your firewalls, acting as a first line of defense by filtering incoming and outgoing network traffic.
- Intrusion Detection Systems (IDS): MGT deploys and manages IDS systems that continuously monitor network traffic for suspicious activity. These systems can detect potential attacks in real-time, allowing us to take swift action.
- Intrusion Prevention Systems (IPS): In addition to detection, MGT implements IPS systems that can actively block malicious network traffic, preventing attacks before they can impact your network.
- Vulnerability Scanning and Patch Management: We proactively identify and address vulnerabilities in your network devices through regular vulnerability scans and efficient patch management.
- Security Event Management (SEM): MGT utilizes a centralized SIEM platform to collect and analyze security events from various network devices. This allows us to identify and investigate potential security incidents quickly.
- Threat Intelligence: Our team stays up to date on the latest cyber threats and adjusts our security measures accordingly.

Benefits of MGT's Managed Network Security

- Enhanced Network Security: MGT's multi-layered approach provides robust protection against a wide range of network threats.
- Reduced Security Costs: Our managed service model eliminates the need for in-house expertise and simplifies network security management.
- Improved Threat Detection and Response: MGT's continuous monitoring and proactive approach allows it to identify and respond to threats quickly, minimizing damage.
- Compliance Support: MGT's network security solutions can help you meet compliance requirements regarding network security.

Managed Cloud Security

Cloud adoption has revolutionized how organizations operate, but it also introduces new security challenges. MGT offers customized Managed Cloud Security solutions to safeguard your data and applications in the cloud, whether you utilize a public cloud, private cloud, or a hybrid environment. Cloud security is a shared responsibility, but navigating the complexities of securing cloud environments can be overwhelming. Organizations often lack the expertise or resources to:



- Implement robust cloud security controls.
- Continuously monitor cloud security posture.
- Respond to cloud security incidents effectively.

MGT's Managed Cloud Security service provides a comprehensive approach to securing your cloud environment:

- Cloud Security Assessment: We begin with a thorough assessment of your cloud environment to identify potential security risks and vulnerabilities.
- Security Architecture Design: Our security architects work with you to design a customized security architecture that aligns with your specific cloud deployment model (public, private, or hybrid).
- Cloud Security Configuration Management: MGT ensures your cloud security settings are properly configured and aligned with best practices.
- Continuous Threat Detection and Monitoring: We leverage advanced security tools and threat intelligence to continuously monitor your cloud environment for suspicious activity.
- Cloud Incident Response: MGT has a proven incident response plan to address cloud security incidents quickly and effectively.
- Compliance Support: We assist you in achieving and maintaining compliance with relevant cloud security regulations.
- Security Awareness Training: MGT offers training programs to educate your employees about cloud security best practices.

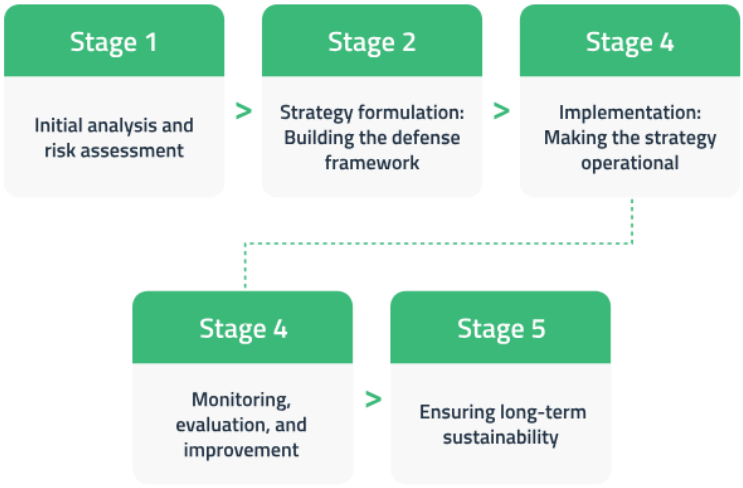
Benefits of MGT's Managed Cloud Security

- Enhanced Cloud Security Posture: Our customized solutions ensure your cloud environment is fortified against evolving cyber threats.
- Reduced Security Costs: MGT's managed service eliminates the need for in-house cloud security expertise.
- Improved Efficiency: Continuous monitoring and threat detection capabilities allow for faster response times to security incidents.
- Scalability: Our solutions can scale to meet the evolving needs of your cloud environment.

Professional Services and Integration

MGT understands that robust cybersecurity requires more than just technology. We offer comprehensive Professional Services and Integration solutions designed to address the City of Tucson's specific needs.

Our team of experienced security consultants will work closely with you to:



- Conduct a Cybersecurity Maturity Assessment: We'll evaluate your current security posture, identifying strengths and vulnerabilities.
- Develop a Tailored Cybersecurity Strategy: Based on the assessment, we'll collaborate with you to define a strategic cybersecurity plan aligned with your business goals and risk tolerance.
- Create an Actionable Roadmap: The roadmap will outline prioritized steps for implementing the security strategy, including timelines and resource allocation.
- Specialized Workshops: MGT offers engaging workshops for your IT staff on essential cybersecurity topics (e.g., phishing awareness, incident response procedures).

Seamless Integration and Enhanced Security Posture - We excel at integrating security solutions with your existing IT infrastructure:

- Gap Analysis and Integration Planning: We'll identify gaps in your existing security architecture and develop a plan for seamless integration of MGT's security solutions.
- Minimized Disruption: Our experienced integration specialists prioritize minimal disruption to your daily operations during implementation.
- Improved Operational Efficiency: MGT's focus on integration ensures your security solutions work cohesively, streamlining your security management processes.
- Enhanced Security Posture: By integrating best-in-class security solutions with your existing environment, we create a more robust defense against cyber threats.

MGT's Expertise and Value Proposition

- Proven Track Record: We have a proven track record of working with similar clients to develop and implement successful cybersecurity strategies.
- Deep Industry Knowledge: Our team possesses an in-depth understanding of the unique cybersecurity challenges faced by government institutions.
- Collaboration and Communication: We prioritize open communication and collaboration throughout the process, ensuring alignment with your specific needs.
- Vendor Independence: Our recommendations are based on your specific requirements, not vendor partnerships, ensuring the best solutions for your environment.

Evolving Security Challenges and Business Needs

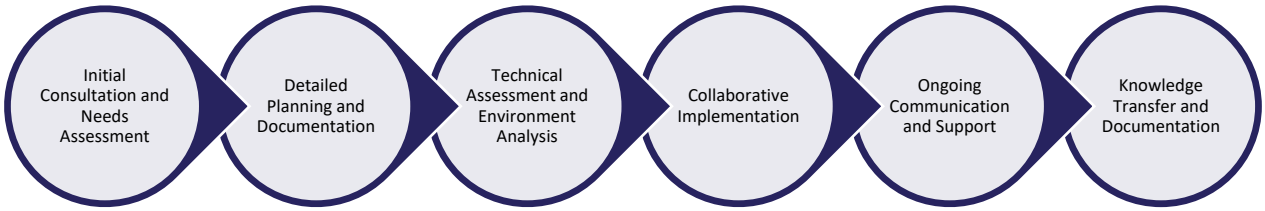
MGT's response emphasizes the scalability, customization, and interoperability of our solutions to effectively address evolving security challenges and meet the unique business needs of the City of Tucson:

- Scalability: Our solutions are designed to scale seamlessly according to the City's requirements, whether it's expanding the scope of coverage, accommodating growth in data volume, or adapting to changes in the threat landscape. We ensure that our services can scale up or down as needed to meet fluctuating demands without compromising on performance or security.
- Customization: We understand that each organization has its own set of security requirements and operational preferences. Therefore, we offer customizable solutions that can be tailored to align with the City's specific security policies, regulatory obligations, and risk tolerance. Our team works closely with stakeholders to identify unique needs and design solutions that best fit the City's environment.
- Interoperability: Our solutions are designed to seamlessly integrate with existing IT infrastructure and security technologies deployed within the City's environment. Whether it's integrating with existing SIEM platforms, endpoint management systems, or cloud environments, we ensure that our solutions work harmoniously with the City's existing ecosystem. This interoperability enhances efficiency, reduces complexity, and maximizes the effectiveness of the overall security posture.

By emphasizing scalability, customization, and interoperability, MGT ensures that our solutions evolve alongside the City's security landscape, providing long-term value and resilience against emerging threats and evolving business requirements.

MGT's Onboarding Process

At MGT, we understand the importance of a smooth and seamless onboarding process to ensure a successful partnership with the City of Wheat Ridge. Our onboarding process is designed to be comprehensive, transparent, and collaborative, with a focus on minimizing disruption to the City's operations. Here's how we describe our onboarding process:



- Initial Consultation and Needs Assessment: The onboarding process begins with an initial consultation between our team and key stakeholders from the City of Wheat Ridge. During this meeting, we will discuss the City's goals, priorities, technical requirements, and any specific challenges or concerns related to cybersecurity. This will allow us to gain a thorough understanding of the City's needs and tailor our approach accordingly.

- **Detailed Planning and Documentation:** Following the initial consultation, we will develop a detailed onboarding plan that outlines the steps involved, including timelines, responsibilities, and milestones. This plan will serve as a roadmap for the onboarding process, ensuring that all tasks are completed efficiently and effectively. Additionally, we will provide documentation outlining our proposed approach, methodologies, and deliverables to be reviewed and approved by the City.
- **Technical Assessment and Environment Analysis:** As part of the onboarding process, we will conduct a thorough assessment of the City's existing IT infrastructure, security controls, and policies. This will involve analyzing network architecture, endpoint configurations, cloud services, and other relevant technical components to identify strengths, weaknesses, and areas for improvement.
- **Collaborative Implementation:** With a clear understanding of the City's technical environment and cybersecurity needs, we will work collaboratively with the City's IT team to implement our proposed solutions and recommendations. This may include deploying security tools and technologies, configuring systems for optimal security, conducting staff training and awareness programs, and establishing incident response procedures.
- **Ongoing Communication and Support:** Throughout the onboarding process, we will maintain open communication with the City's stakeholders, providing regular updates on progress, challenges, and any adjustments to the plan. Our team will be readily available to address any questions, concerns, or issues that may arise, ensuring that the City feels supported and informed every step of the way.
- **Knowledge Transfer and Documentation:** As the onboarding process nears completion, we will provide comprehensive documentation outlining the implemented solutions, configurations, policies, and procedures. This documentation will serve as a valuable resource for the City's IT team, enabling them to maintain and manage the security infrastructure effectively moving forward.

Overall, our onboarding process is designed to establish a strong foundation for a successful partnership with the City of Wheat Ridge, setting the stage for ongoing collaboration, innovation, and cybersecurity excellence. We are committed to ensuring a smooth and positive experience for the City throughout the onboarding process and beyond.

MGT's Customer Service Philosophy and Approach to Communication

At MGT, we understand that exceptional customer service is paramount to building strong and lasting relationships with our clients. Our customer service philosophy is centered around responsiveness, reliability, transparency, and a commitment to exceeding our clients' expectations. Here's how we discuss our customer service philosophy and approach to client communication and reporting:



- **Responsive Communication:** We believe in being responsive to our clients' needs and inquiries. Our team is readily available to address any questions, concerns, or issues that may arise throughout the engagement. We prioritize timely communication, ensuring that our clients receive prompt responses and updates on their inquiries.

- **Reliability and Accountability:** We are committed to delivering on our promises and meeting our clients' expectations. Our team takes ownership of our work and holds ourselves accountable for delivering high-quality results. We strive to consistently meet deadlines, adhere to project milestones, and exceed our clients' expectations in terms of service delivery and performance.
- **Transparency and Openness:** We believe in always maintaining open and transparent communication with our clients. This includes providing regular updates on project progress, sharing relevant information and insights, and being upfront about any challenges or issues that may arise. We encourage open dialogue and collaboration, fostering a partnership-based approach to client engagement.
- **Tailored Reporting and Documentation:** We understand the importance of clear and comprehensive reporting in keeping our clients informed and engaged. Our approach to reporting is tailored to each client's specific needs and preferences. We provide regular reports on project status, milestones achieved, key metrics, and any notable findings or recommendations. Our reports are clear, concise, and easy to understand, ensuring that our clients have the information they need to make informed decisions.
- **Proactive Communication: I**n addition to being responsive to our clients' inquiries, we believe in proactive communication. Our team regularly reaches out to our clients to check in on their satisfaction, gather feedback, and discuss any potential areas for improvement or optimization. We strive to anticipate our clients' needs and provide proactive support and guidance to help them achieve their goals.

Overall, our customer service philosophy is centered around building strong, collaborative, and mutually beneficial relationships with our clients. We provide exceptional service, fostering open communication, and delivering tangible value to our clients through our expertise, dedication, and commitment to excellence.

Quality Assurance

MGT follows industry standards and best practices to ensure all project activities and personnel responsibilities are conducted appropriately. Any project activities that require physical or virtual access to client facilities and IT infrastructure are closely managed to mitigate any risk of unintentional consequences such as loss of functionality or data breach.

- Single Point of Contact: The MGT Project Manager will work with City staff to designate a single client-side point of contact. Our experience has shown this allows the client to ensure the consulting team is focused on resolving any key problems that may arise. MGT's Project Manager will commit to responding to City's communication within 48 hours; and it will be the responsibility of the City to provide feedback and approval of project-related deliverables within two weeks of delivery.
- Agreement Upon Milestones: Our Project Manager will agree to a set of concrete, incremental milestones to provide an objective measure of progress for each candidate. A critical component of the agreed-upon milestones is the discussion of the underlying information needs required to achieve those



milestones. In effect, this component serves to provide a blueprint of the qualitative and quantitative information needed by MGT to conduct its work and produce its candidates within established timeframes.

- Feedback Strategy: At the onset of the project, City and the MGT team agree the schedule and candidate to staff. Throughout the hiring process and during employment, MGT will work with City on their evaluation and feedback of the employee's performance. Our goal is to work to achieve the right evaluation outcomes in the right sequence to ensure our team meets all requirements. We work closely with City to satisfactorily provide satisfactory candidates.
- Continuous Feedback: Once milestones and a feedback strategy are selected, we will work with City to find a format for continuous feedback that keeps the MGT regularly informed of key activities and preliminary issues for each staff member. Having these structured communication expectations strengthens the focus of our work and allows for quick recovery from unexpected obstacles.
- Client culture: Our project team recognizes every client has a unique organizational culture. We will proactively work with City to get a sense of the constraints and opportunities and mold our teams and work plan accordingly.

MGT Expertise and Successful Track Record of Categories 4, 6, and 6.

MGT's Company History

We impact the communities we serve – for good.

Since 1974, MGT has specialized in ***assisting public sector clients to operate more efficiently and effectively***. In close to 50 years, MGT has significantly grown in size and capacity – working with state and local governments, critical infrastructure, utility districts, and education partners. Today, we bring a team of over 700 professionals to support our clients' success. We offer in-depth knowledge and understanding of public institutions so we can hit the ground running from the very start of a project.

MGT is a privately held, employee-owned and financially stable limited liability company with a deep roster of staff and a commitment to serving the public. Our clients have a social impact on citizens' lives, and it is our mission to support the District in that. This mindset is embedded in our culture and is at the heart of what we do.

Throughout our history, MGT has successfully delivered more than 30,000 projects through a careful balance of addressing the immediate needs of our clients, while maintaining the vision and direction towards their long-term goals and monitoring industry best practices.

MGT FIRM AT A GLANCE

Name: MGT of America Consulting, LLC (MGT)

Address 4320 W Kennedy Blvd
Tampa, Florida 33609

Locations: Headquarters in Tampa Florida; branch offices nationwide

Staff: 700+ consultants

Structure: Privately held, employee-owned, client-driven Limited Liability Company

Lines of Business: Government Consulting; Education and Financial Solutions; Diversity and Inclusion; Human Capital; Cyber Security and Technology

Technology Specializations: Managed Security Systems (MSS), Managed Detection and Response (MDR), Firewall Management, Assessment and Pen Testing, Compliance programs, Staff Augmentation, and Professional Services.

What sets MGT apart is our ability to customize and offer individualized support and scalable solutions while also having company infrastructures and experience that allow us to impact on a large scale.

MGT has developed the following proposal response based on the requirements provided in the Request for Proposal (RFP) combined with our extensive MSSP experience to provide the City with and Managed IT Security services to protect the City from potential attacks. It is our goal to become your trusted, long-term technology partner and to work closely with your information technology (IT) team to achieve your objectives.

MGT offers a deep technical engineering bench of 230+ engineers and seasoned, certified experts working in the "security trenches" in complex IT environments. We offer hands-on cybersecurity engineering and remediation work; 24x7 network monitoring; full firewall management; and managed security program solutions; Cloud and managed solutions; cybersecurity; and complex infrastructure engagements to meet evolving, growing IT needs with engineering expertise nationally and reliably, with excellence, transparency, and accountability.

Mission-driven, engineering-driven, custom managed IT, security, and network services to help increase resiliency and cybersecurity for business continuity.

The MGT Difference – Our Expertise

MGT emphasizes proactive engagement and timely response to emergencies, ensuring seamless collaboration and communication throughout the engagement. Our goal is to serve as a trusted partner to the District, offering guidance and support every step of the way. With a portfolio of successful projects and satisfied clients, MGT has established itself as a leader in the cyber security industry. Our track record speaks volumes about our commitment to excellence and our ability to deliver tangible results.



BATTLE-TESTED CYBERSECURITY EXPERTISE WITH PROVEN RESULTS

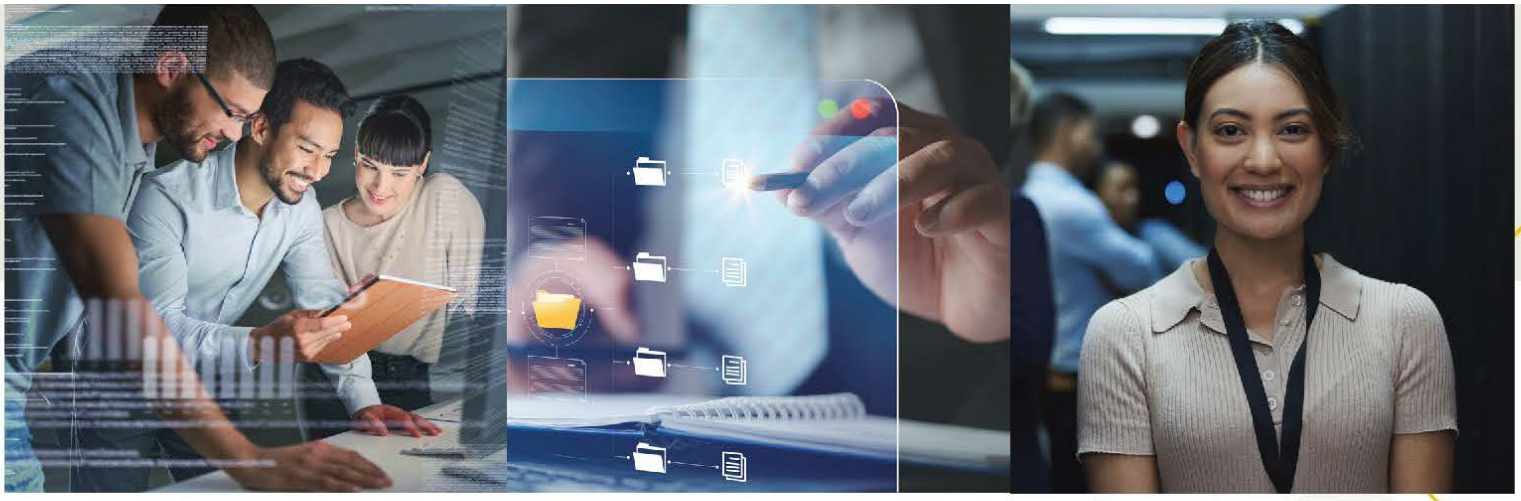
MGT's cybersecurity solutions have transformed organizations including City of Fremont, Comanche County Community Hospital, City of Lawrenceville, Piedmont Cancer Institute, Transportation Corridor Agencies, Howard County Public Schools, and Ann Arundel County Public Schools, and other organizations across the county into cyber centers of excellence.

Our International Organization for Standardization (ISO) 27001-certified, US-based, 24x7 security operations center (SOC) is operated by over 200, in-house cybersecurity and technical delivery staff with skills, training, and perspectives to support students, staff, and communities. Our work and our deliverables are implemented with a futuristic lens to ensure the impact of our work fosters digital transformation for our clients and the students they serve.

We provide support to the City expanding beyond your facilities and into your community. We do security at scale to meet our clients where they are. We help our clients find potential breaches and respond faster because we've seen them before. Identifying the real threats and what caused them is critical to response and recovery — all done in real-time.

Empower Your Organization with Comprehensive Technology Solutions

In the ever-changing technological landscape, threat actors never rest. Having fortified, up-to-date Information Technology systems is no longer just an option; they're the foundation for a strong-right-sized organization. Now, more than ever, businesses need a rock-solid IT infrastructure, laser-focused cybersecurity monitoring, and expert IT staff to monitor and manage complex systems.



Our solutions are centered around three key areas:

Infrastructure Solutions

We offer standard and customized network management and support, infrastructure as a service (IaaS), and business continuity services through our cloud hosting facilities.

We guide your business to full IT resiliency using cutting-edge solutions that will help stop attacks, secure your data, and continuously monitor your systems.

Managed Solutions

No matter if you need hands-on cyber security engineering and remediation, 24x7 network monitoring or firewall and penetration tests, we have you covered.

We provide flexible, holistic information technology solutions to bolster your internal capabilities to protect your critical data and systems.

Professional IT Staffing

Our IT staffing services are designed to accommodate diverse organizational requirements, offering flexibility and professional expertise.

From Fortune 500 companies to small municipalities, we provide either temporary or direct placement of the talent you need— all with competitive pricing.

MGT TECHNOLOGY | all under one roof with MGT's suite of technology businesses

Cira InfoTech LAYER3 communications



A Successful Track Record of Service Delivery

MGT has the ability to excel which is driven by our expertise, quality, and our commitment to exceeding client expectations. MGT has successfully completed projects for public sector, government, and education clients across the United States.

In the past 19 years we have successfully completed managed security projects for public and provide organizations, utility districts, critical infrastructures, and transportation organizations across the United States.

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. We are nationally respected leaders in management consulting and technology solutions who help professionals enhance, transform, and sustain a higher quality of life for citizens in our community. Simply stated, our promise is: *We improve lives through partnering with our clients to advance and lift up the communities they serve.*



Defined by Impact

MGT has participated in multiple Master Service Agreements positioned throughout the United States. MGT currently services K-12, higher education, transportation, municipal, government, health care, and many more industries with our technology products, solutions, and services. The City and Axia Cooperative Partners will gain not only our service capabilities, but subject matter experts with over 20 years combined experience and provided skill. The following reference demonstrate successful past performance within Category 4, 5, and 6.

City of Rialto

Technology Consulting Services



Jose Garcia – IT Network Administrator
251 S. Willow Avenue
Rialto, California 92376
(909) 421-7220 | jgarcia@rialtoca.gov
$24,950 (Annual)

Relevant Scope of Services: In 2021, MGT was selected by the City of Rialto to provide an IT security assessment, policy review and gap analysis. The project included three different goals:

1. Perform internal and external vulnerability and penetration testing of COR IT assets.
2. Perform a review of their current IT security policy framework and make recommendations.
3. Provide professional services to reconfigure the firewall policies and other settings to improve security and performance.

The result of our consulting services was to help the City understand the quality of their current IT deployments. MGT provided them with a clear roadmap to improve their security posture. In addition, MGT helped the City to identify risks in various areas of the IT practice of server hardening, patch management, change management, Firewall configurations, user trainings, and communications. The City is currently working with MGT to build an implementation plan to mitigate and reduce the risks identified during their project.

City of Santa Rosa

Technology Consulting Services



Brian Tickner – Chief Information Officer
4300 Llano Rd
Santa Rosa, CA 95407
707-543-4370| bticckner@srcity.org
$19,565 (Annual)

Relevant Scope of Services: In 2022, MGT was selected by the City of Santa Rosa to provide consulting staff evaluate and assess the cyber security awareness, practices, and risks by use of standard cyber security frameworks and methodologies to build a strategic roadmap that prioritizes revitalized adjustment for long-term future development.

MGT's staff was able to identify and prioritize critical IT needs, which helps the City to maximize the tax dollars and provide security and reliable technology to its citizens. Our team also helps the City's IT team to emphasize mission critical IT needs, incorporate new technologies that transform the City's digital capabilities, and protect critical data.

Rhode Island Airport Corporation

ASSESSMENT AND PENETRATION TESTING SERVICES



Office of Procurement
2000 Post Road, 3rd Floor
Warwick, RI 02886-1533
procurement@pvdairport.com
$44,550 (2 years)

Relevant Scope of Services: MGT performed a comprehensive IT cyber security risk assessment of the Rhode Island Airport Corporation (RIAC) for both business functions as well as connected airport functions including security, airfield lighting, recording and baggage handling systems. The scope of services included a thorough review of the current state of RIAC's information technology security, the identification of vulnerabilities, and the execution of a mitigation plan with a prioritized road map of activities to harden RIAC's security posture.

Howard County Public Schools

MANAGED SECURITY SERVICES (MSSP SERVICES)



Phillip Dixon - I.T Security Manager
10910 Clarksville Pike
Ellicott City, MD 21042
(410) 313-6600 | phillip_dixon@hcpss.org
$578,000

Relevant Scope of Services: Howard County Public School System selected MGT as its 24/7 managed security partner. From our US based Security Operations Center, MGT provided monitoring and logging of network traffic, live data visualization and analysis of all North/South & East/West traffic through the school system's two data centers, proactive threat hunting, firewall management, and vulnerability management.

MGT embraces the most complex challenges with deep commitment, agility, and local expertise to make a measurable and profound social impact. Simply stated, our promise is: We improve lives through partnering with our clients to advance and lift up the communities they serve. This purpose reflects the company's strong social conscience and service ethic that forms the core of the MGT "Why." MGT models this philosophy by systematically seeking out the highest-impact projects and relationships, encouraging community involvement, and investing in a collaborative and rewarding world-class work environment for employees.

City of Fremont, California

24/7 MANAGED SECURITY SERVICES



Janice Becerra – Point of Contact
3300 Capitol Avenue
Fremont, CA 94538
(510) 494-4620 | jbecerra-scola@fremont.gov
$104,166

Relevant Scope of Services: MGT was selected by the to provide 24/7 Managed Detection and Response services with a focus on maintaining and securing their network infrastructure through our SOC on a continuous basis. Through our 24x7 security operations center, we provided:

- Real-time proactive threat hunting to identify, detect and intercept potential cyber-attacks
- Implementation and configuration of an upgraded MDR platform
- Upgraded their current Security Information and Event Management (SIEM) platform

Comanche County Memorial Hospitals



Kevin Chambers – CIO, CCMH Hospital
3401 West Gore Blvd.
Lawton, OK 73505
580.355.8699
Kevin.chambers@ccmhhealth.com
1,503,700.00 (over 3 Years)

24x7 MDR - MANAGED SECURITY SERVICES OFFICE

Relevant Scope of Services: MGT was selected by Comanche Memorial Hospitals to implement and support Managed Network Security Services for a 7 Year contract providing 24/7 security monitoring support with a focus on maintaining and securing their network infrastructure through our U.S. based Security Operations Center. Active management of CCMH network security devices includes firewalls, intrusion detection systems, PCI and HIPAA Compliance

Transportation Corridor Agencies

24X7 MANAGED DETECTION AND RESPONSE



Gordon Blakey – Security Manager
125 Pacifica
Irving, CA 92618
(949) 754-3478 | gblakey@thetollroads.com
$157,080 (annual)

Relevant Scope of Services: MGT was selected by the Transportation Corridor Agencies to provide 24/7 SOC and NOC support with a focus on maintaining and securing their network infrastructure through our SOC on a continuous basis. MGT responsibilities encompass active management of TCA network security devices, on-call Palo Alto firewall engineering support on an as-needed basis, intelligent switches, intrusion detection systems/devices) for proper configuration and operation. Through our 24x7 Security Operations Center, we work continuously to:

- Provide real-time proactive threat hunting to identify, detect and intercept potential cyber-attacks
- On-going, and as-needed alerting, and remediation guidance on any suspicious network activity
- A dedicated team of security analysts working in conjunction with the TCA IT team to address vulnerability management as these are identified within the environment

City of Lawrenceville, City and Police Department

MANAGED FIREWALL AND END POINT SERVICES PROJECT (MSSP SERVICES)



Kyle J Parker, Director - Information Technologies
70 S. Clayton Street
Lawrenceville, GA 30046
(678) 407-6406 | Kyle.Parker@LawrencevilleGA.Org
Varies by Service

Relevant Scope of Services: MGT provides ongoing MSSP services for the City of Lawrenceville GA, one of the oldest cities in Metro Atlanta formed in 1821. Our scope includes vulnerability scanning, firewall administration and support, security gateway logging, monitoring, and management, threat detection and alerting, breach monitoring and alerting, incident response planning and execution, security intelligence and awareness, behavioral monitoring, intrusion detection and prevention (network & host-based), availability monitoring, malware detection/prevention, end point protection, and ransomware protection.

Case Studies and Qualifications

MGT feels repeat business is the greatest testament to our commitment to customer service and client satisfaction. We encourage you to contact any of our references to learn of our professionalism, ability to meet timelines, and the expertise of our staff. Additional references which encompass this scope of work are available on request. The following references are MGT's most recent engagements relevant to the scope of work.

Dallas-Fort Worth Airport

PENETRATION TESTING SERVICES



Relevant Scope of Services: MGT provided comprehensive penetration testing for Dallas-Fort Worth Airport (DFW). MGT's testing probed the exploitable vulnerabilities of the airport's assets which include networks, Internet of Things devices and Industrial Control Systems (ICS)/Supervisory Control and Data Acquisition (SCADA) systems. Testing methodologies and procedures conformed to the NIST Special Publication 800-115 and met the Audit Requirement of International Organization for Standardization (ISO) 27001 and Payment Card Industry Data Security Standard (PCI-DSS). DFW is the fourth busiest airport in the world by aircraft movements and the fourteenth busiest airport in the world by passenger traffic.

Tampa Hillsborough Expressway Authority

NIST CSF SECURITY RISK ASSESSMENT AND PENETRATION TESTING SERVICES



Relevant Scope of Services: MGT has provided a wide range of comprehensive cyber security services for the Tampa Expressway Authority, including a full assessment of their ICS environment to define the security posture of the infrastructure they manage. MGT's assessments span general security objectives, gap analysis and penetration testing. We developed final reports for the Authority that included road maps to address the identified gaps, recommending policies and procedures to be reviewed and prioritized recommendations for improvements in all parameters identified by the Authority as within scope.

Michigan – Multiple Counties

COUNTY-WIDE SECURITY RISK ASSESSMENT AND PENETRATION TEST



Relevant Scope of Services: MGT is conducting NIST-CSF-based security risk assessments and network and application penetration testing across many counties in the state of Michigan (Bay, Marquette, Macomb, Lapeer, Emmet, Cass, Lenawee, St. Joseph's, Oakland, Midland, Newaygo, Jackson, Saginaw, Cheboygan, Antrim, Grand Traverse, Lenawee, Leelanau, Oceana, Alcona, Van Buren Counties and more).

Los Angeles Unified School District

ISO 27001 Readiness Review

Relevant Scope of Services: MGT partnered with LAUSD during a breach in early 2023. MGT assisted LAUSD with a recovery that resulted in students not missing any days of instruction and a more resilient cybersecurity program. During this partnership, LAUSD requested an ISO 27001 Readiness Review in which MGT assisted their IT team with assessing the current IT policies and procedures and identify key gaps that eventually help management to remediate and enhance the overall policy governance posture and their alignment to compliance objectives.

Cypress-Fairbanks Independent School District

NIST Assessment and Policy/Procedure Review

Relevant Scope of Services: MGT partnered with CFISD to perform a one-time Operational Effectiveness Review of current state IT Security Policies against NIST Cyber Security Framework expectations. In addition, MGT delivered executive reporting that included their current control gaps and remediation recommendations and roadmap.

Lucid Point

ISO 27001 Readiness Review

Relevant Scope of Services: MGT was selected by Lucid point to perform a one-time security posture evaluation for COPIC under NIST/PHI Standards and establish baseline security posture. In addition, MGT also performed an assessment to prioritize the security program requirements and remediation/mitigation recommendations.

State of Connecticut - CROCG

NIST-CSF POLICY AND PROCEDURE DEVELOPMENT FOR OVER 100 MEMBER MUNICIPALITIES

Relevant Scope of Service: MGT developed NIST-CSF-based policies and procedures for over 100 municipalities in the state of Connecticut as part of a state-wide effort to help government baseline to NIST standards.



Project Spotlight

Michigan State-Wide Assessment Services

Case Study

PROBLEM

This project included three different goals:

- Requested a security auditor with the knowledge and skills needed to execute a third-party independent security audit, assessment, and penetration testing. The audit would assess the management, operational, and technical security controls related to confidential Title IV-D data and federal tax information on the organization's system within multiple Counties of State of Michigan Friend of the Court (FOC) and Prosecutor (PA) departments.

SOLUTION

MGT is conducting NIST-CSF-based security risk assessments and network and application penetration testing across many counties in the state of Michigan. (Bay, Marquette, Macomb, Lapeer, Emmet, Cass, Lenawee, St. Joseph's, Oakland, Midland, Newaygo, Jackson, Saginaw, Cheboygan, Antrim, Grand Traverse, Lenawee, Leelanau, Oceana, Alcona, Van Buren, and more.)

Client Testimonial

"MGT is professional in its approach, worked well with IT staff to accomplish the security guidelines for Federal, State and Local agencies as identified in IRS publication 1075"

Tony McDowell, Director

Genesee County, MI (Friend of the Court)

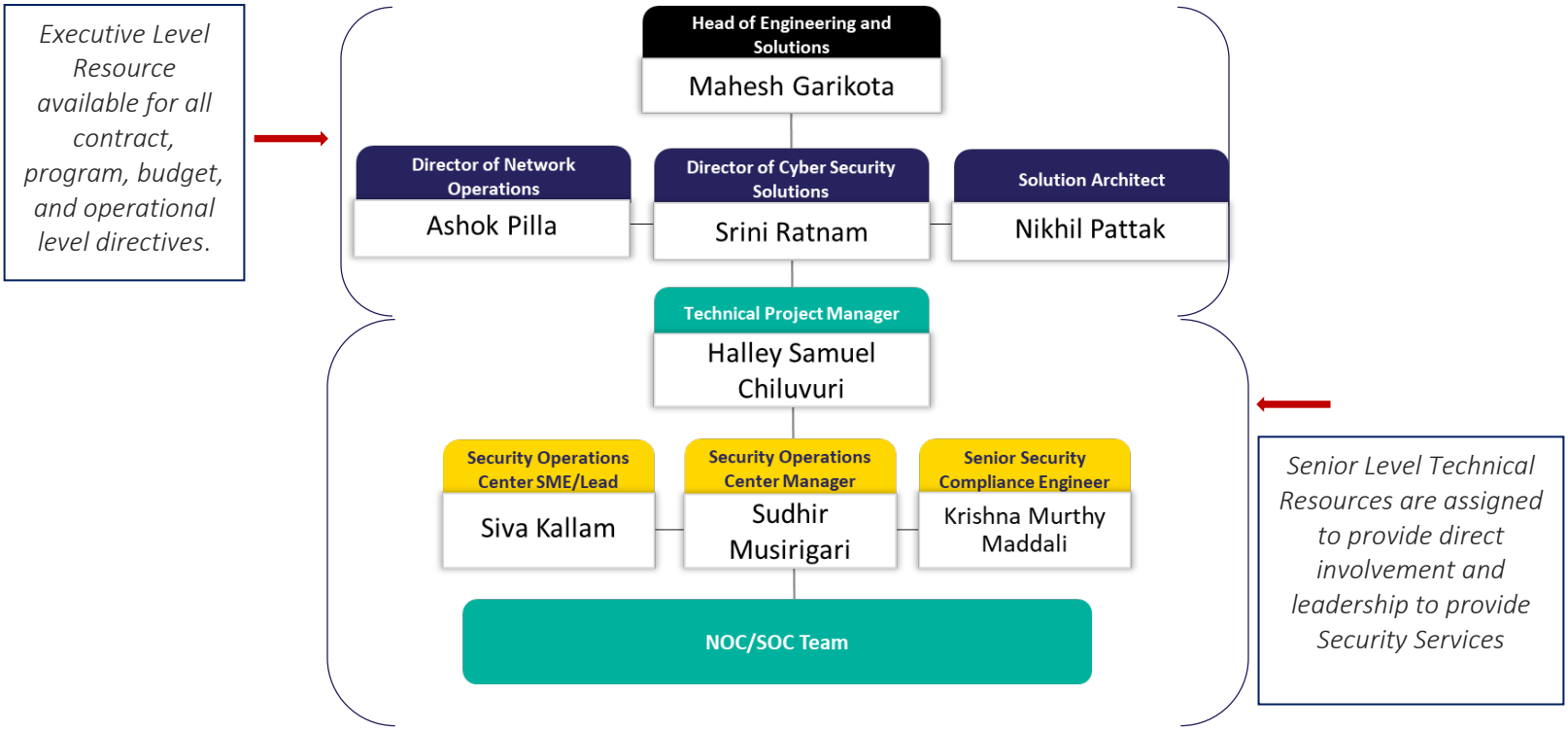
Key Personnel Support, Roles, and Responsibilities Overview

The City benefits from our large staff of network and security engineers who are trained, certified, and experts with high in-demand skill sets and technology platforms. Our network and security engineers' training span multiple vendor solution certifications allowing MGT the flexibility to work with clients to develop optimal solutions tailored for their unique environments. We are not tied into one specialty, which makes MGT a recognized leader in providing cutting edge and cost-effective solutions to public sector clients.

With a technical staff of more than 230 strong, MGT has the capacity to complete the project within the City's time constraints. Our qualified experts on staff are each certified in their own specialty and with many years of service under their belts. We offer our lead resources and, due to our large number of staff, will assign additional resources, as needed. *Resumes are provided on the following pages.*

The three personnel who will be assigned as principal representatives responsible for working with the City are:

- Mahesh Garikota: Executive responsible for contractual decisions
- Srini Ratnam: Executive responsible for all technical negotiation of the program
- Halley Samuel Chiluvuri: Project Manager for all technical resources.



Proposed Key Personnel Resumes

MGT has provided resumes of essential staff in Appendix A. Each resume demonstrates experience with similar projects, credentials of training, education, and certifications, and lengths of time with the company.

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A. Offeror RFP Questionnaire Response

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. _X_4. Security Consulting and Advisory Services

e. _X_5. Regulatory Compliance and Governance Services

f. _X_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.

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.

MGT is proposing Categories 4, 5, and 6. Specific requirements have been addressed in the above sections of this proposal document.

b. Please describe the Security 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.

N/A

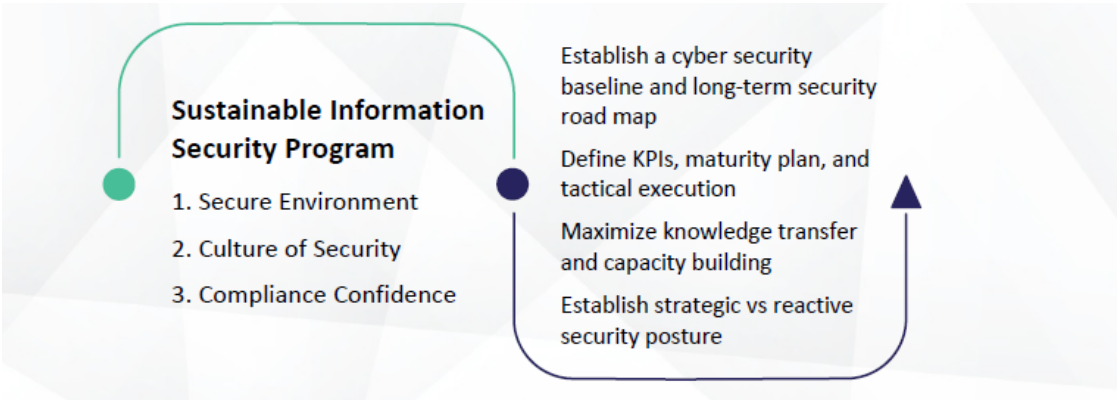
c. Please describe the Data Security and Privacy solution(s) you are proposing (Category 3). If there are multiple solutions that are being offered and made available to participating agencies through this contract, please detail them here.

N/A

d. What Security Assessment Methodology do you use? Describe the key aspects of the process.

MGT's cybersecurity assessment and testing approach is designed and customized to meet the needs of your organization. The approach builds on the standards and best practices promoted by NIST, the Department of Homeland Security, and various other government and industry groups. MGT brings substantial additional insight and value to these standards based on our decades of experience working with our clients' teams to design and execute successful performance improvement plans.

The result is a methodology that identifies your organization's most critical needs, prioritizes those needs in a meaningful way, and sets out a detailed plan to meet those needs that is tailored to the unique structure and capabilities of your organization.



MGT AND THE NIST CYBERSECURITY FRAMEWORK AND 800-53

MGT's security assessment and penetration testing methodologies are firmly rooted in the NIST CSF. We are NIST Cybersecurity experts with a proven track record of implementing this framework to help assess and exploit their security gaps and put actionable and effective mitigation plans in place.

MGT's professionals will provide the knowledge, skills, abilities, staff support, and other related resources necessary to conduct assessments and penetration testing during normal business operating hours.



1. Identify: Develop the organizational understanding to manage cybersecurity risk to systems, assets, data, and capabilities.
2. Protect: Develop and implement the appropriate safeguards to ensure delivery of critical infrastructure services.
3. Detect: Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.
4. Respond: Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.
5. Recovery: Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

e. What definition of risk do you use? How does your Security Assessment Methodology generate risk ratings? Is your methodology qualitative, quantitative, or hybrid?

MGT utilizes a hybrid security assessment methodology that combines qualitative and quantitative factors to generate risk ratings. This approach provides a comprehensive understanding of your security posture and helps prioritize vulnerabilities based on their potential impact.

Risk Rating Generation:

Qualitative Factors:

- Impact: We assess the severity of the potential consequences of a successful attack based on the type of data at risk, potential disruption to operations, and legal or regulatory implications.
- Likelihood: We evaluate the probability of a specific threat exploiting a vulnerability, considering factors like the prevalence of the threat, the ease of exploitation, and the existence of any existing controls.

Quantitative Factors (where applicable):

- Vulnerability Scores: Industry-standard vulnerability scoring systems (e.g., CVSS) are used to assess the inherent severity of identified vulnerabilities.
- Asset Value: The criticality and value of the assets at risk from a potential exploit are considered.

By combining these qualitative and quantitative factors, we generate a comprehensive risk rating for each identified vulnerability. This rating reflects the potential severity of the impact and the likelihood of it occurring. Risks are then prioritized based on their overall rating, allowing us to focus on addressing the most critical vulnerabilities first.

Benefits of a Hybrid Approach:

- Comprehensive Risk Assessment: Qualitative factors provide a nuanced understanding of the potential consequences, while quantitative factors offer a more objective measure of severity.
- Prioritization Based on Impact: This approach ensures that resources are directed towards mitigating vulnerabilities with the highest potential for causing significant disruption or damage.
- Data-Driven Decision Making: The combination of qualitative and quantitative data provides a solid foundation for making informed decisions regarding security investments and remediation efforts.

MGT's security assessment reports will detail the identified vulnerabilities, their associated risk ratings, and recommended mitigation strategies. This information empowers you to make informed decisions about how to best address your security risks and strengthen your overall security posture.

f. How does your solution ensure zero disruption while conducting tests and gathering data?

MGT implement several strategies to significantly reduce disruption during security assessments:

Non-invasive Testing Techniques: We prioritize the use of non-invasive testing methods that minimize impact on production systems. This may include:

- Network traffic analysis: Analyzing network traffic patterns to identify potential vulnerabilities without interfering with system operations.
- Vulnerability scanning with minimal disruption tools: Utilizing specialized vulnerability scanners designed to minimize network traffic and impact on system performance.
- Code review: Examining application code for potential vulnerabilities without deploying the code to a live environment.

- Scheduling and Communication: We work closely with you to schedule testing activities during off-peak hours or maintenance windows to minimize impact on critical business operations. Clear communication with stakeholders before, during, and after testing ensures everyone is informed and prepared for potential disruptions.
- Testing Scope and Prioritization: We collaborate with you to define the scope of the security assessment, focusing on critical systems and high-risk areas first. This allows us to gather essential data while minimizing the overall testing time. Prioritization of vulnerabilities based on risk allows us to focus on the most critical issues first, potentially reducing the overall time needed for testing and remediation.
- Sandbox and Simulated Environments: When necessary, we can leverage isolated testing environments (sandboxes) or simulations to replicate production systems for vulnerability testing. This allows us to conduct thorough testing without impacting live systems.
- Continuous Monitoring and Alerting: MGT implements continuous monitoring practices throughout the testing process. This allows us to identify and address any potential disruptions quickly, minimizing the overall impact.
- Transparency and Collaboration: We understand that even minimal disruption can be inconvenient. We are committed to open communication throughout the testing process, keeping you informed of potential impacts and working collaboratively to ensure a smooth and successful assessment.

g. **What minimum system and/or infrastructure requirements, if any, exist prior to implementing your proposed solution(s)?**

MGT's security solutions have some baseline requirements to ensure successful implementation.

- Healthy Devices: Up-to-date and supported operating systems on your devices (desktops, laptops, servers) are crucial.
- Network Connectivity: A reliable network connection is essential for communication between your devices and MGT's platform.
- Basic IT Infrastructure: A foundation of IT infrastructure, including network management and directory services, is generally helpful.

h. **Please describe how your proposed solutions(s) measure effectiveness.**

MGT's security solutions measure effectiveness through a multi-layered approach that focuses on key metrics aligned with the specific solution implemented.

- Reduced Threat Detection Time: Our solutions aim to identify and alert you to threats faster, enabling quicker response and mitigation. This can be measured by metrics like mean detection time (MDT).
- Improved Incident Response: MGT's tools and expertise can streamline incident response, minimizing damage and downtime. We can track the number and severity of security incidents, and the average time to resolution.
- Enhanced Security Posture: By proactively addressing vulnerabilities and strengthening defenses, MGT helps reduce the overall risk of successful attacks. Vulnerability scans and remediation rates provide valuable insights here.

Solution-Specific Effectiveness Measures:

Managed Endpoint Protection (MEP):

- Reduced malware detections and blocked attacks.
- Increased endpoint compliance rates with security policies.
- Improved user awareness of phishing attempts and security best practices (through training effectiveness metrics).

Managed Network Security:

- Reduced number of security events and alerts.
- Increased rate of successfully blocked intrusions and exploits.
- Improved network uptime and performance metrics (indirectly indicating security effectiveness).

Managed Cloud Security:

- Reduced number of security misconfigurations in your cloud environment.
- Improved cloud workload protection posture scores (provided by cloud platforms).
- Minimized impact of cloud security incidents.

Measurable Reporting:

MGT provides regular reports with these security metrics, allowing you to:

- Track progress over time and identify trends.
- Demonstrate the value of our solutions to stakeholders.
- Make data-driven decisions to further optimize your security posture.

i. Please describe your proposed vulnerability management processes. What happens when an asset requires patching?

MGT's vulnerability management process is designed to proactively identify, prioritize, and remediate vulnerabilities in your IT infrastructure, minimizing your attack surface.

1. Automated Vulnerability Scanning: We regularly scan your endpoints, network devices, and cloud environments for vulnerabilities using industry-standard vulnerability scanners. These scans identify known vulnerabilities and provide details like severity, exploitability, and affected assets.

2. Vulnerability Assessment and Prioritization: Our security analysts review the scan results, analyze the vulnerabilities based on severity, exploitability, and the criticality of the affected assets. We prioritize vulnerabilities based on a risk scoring system, focusing on addressing high-risk vulnerabilities first.

3. Patch Management and Remediation: Once a vulnerability is prioritized, we initiate the patching process. This may involve:

- Automated Patch Deployment: Whenever possible, we leverage automated patching tools to deploy security patches to vulnerable systems efficiently.
- Manual Patching: For critical systems or situations where automated patching is unsuitable, we perform manual patching procedures.
- Third-Party Patch Management Integration: MGT can integrate with your existing patch

management software, streamlining the patching process.

4. Verification and Reporting: After patching, we verify that the patches have been successfully applied and the vulnerabilities are remediated. We provide detailed reports outlining the identified vulnerabilities, their severity, mitigation actions taken, and the overall security posture improvement.

What Happens When an Asset Requires Patching?

Upon identifying a vulnerable asset requiring patching, we follow these steps:

- Prioritization: We assess the severity and exploitability of the vulnerability, along with the criticality of the affected asset.
- Action Plan Development: Based on the prioritization, we develop a patching plan considering factors like potential downtime and system compatibility.
- Communication and Coordination: We communicate the patching plan to you, outlining the timeline, potential impacts, and rollback procedures (if necessary).
- Patch Deployment: We implement the patching plan using automated or manual methods, as appropriate.
- Verification and Reporting: We verify successful patching and report the results, keeping you informed throughout the process.

MGT's approach ensures a timely and effective response to vulnerabilities, minimizing your exposure to cyber threats. We understand the importance of balancing security with operational efficiency, and we work collaboratively to develop a patching strategy that meets your specific needs.

j. How does your proposed solution address unknown or zero-day threats?

While no security solution can guarantee complete protection against unknown (zero-day) threats, MGT's layered approach offers several strategies to mitigate their impact:

1. Advanced Threat Detection and Endpoint Protection:

- Our Managed Endpoint Protection (MEP) solution utilizes advanced threat detection techniques such as:
- Next-generation Antivirus (NGAV): NGAV goes beyond signature-based detection to identify and block suspicious behaviors indicative of zero-day attacks.
- Endpoint Detection and Response (EDR): EDR provides real-time monitoring and analysis of endpoint activity, enabling us to detect and respond to anomalous behavior that may indicate a zero-day attack.

2. Continuous Threat Intelligence and Update Feeds: MGT's security team stays up to date on the latest cyber threats and vulnerabilities. We leverage threat intelligence feeds to update our security solutions with the latest threat signatures and behavioral indicators, improving detection capabilities against emerging zero-day threats.

3. Network Traffic Monitoring and Anomaly Detection: MGT's Managed Network Security solutions continuously monitor network traffic for suspicious activity. Anomaly detection systems can identify deviations from normal network traffic patterns, potentially indicating a zero-day attack attempt.

4. Incident Response Preparedness and Training: MGT helps you develop a comprehensive incident response plan outlining procedures for identifying, containing, and recovering from security incidents, including zero-day attacks. We offer training programs to educate your employees on cybersecurity best practices and how

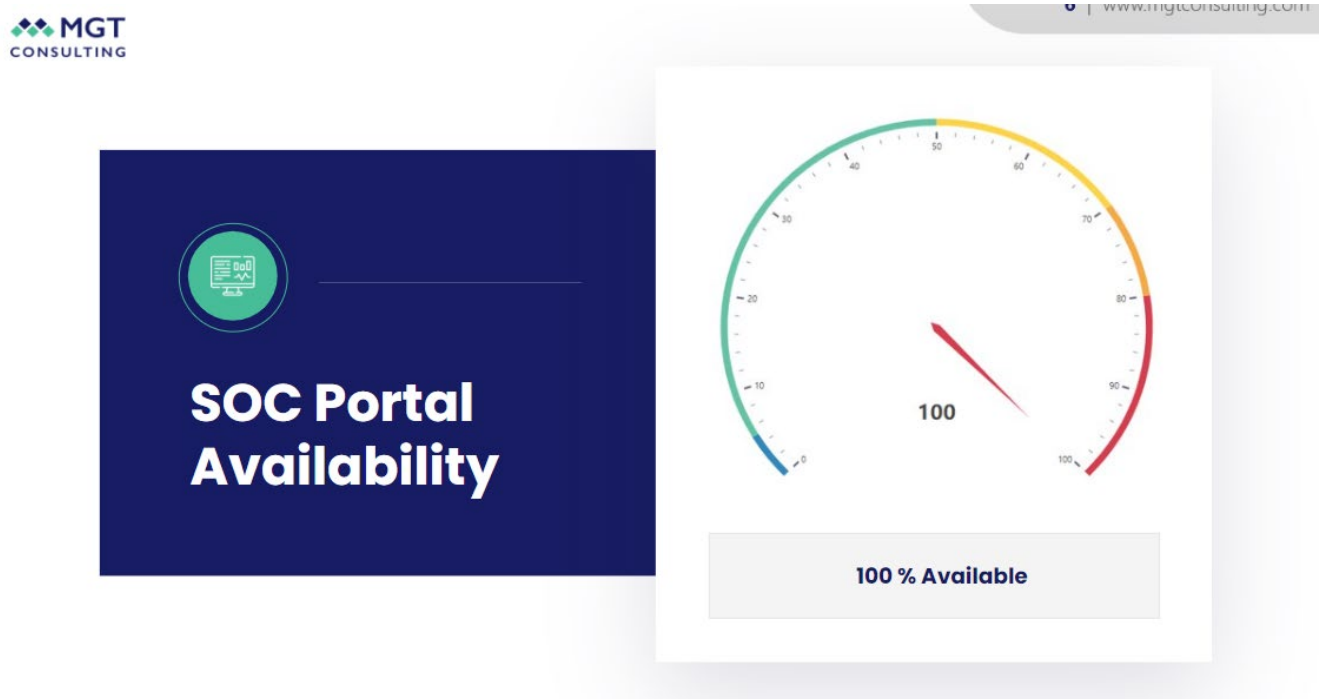
to identify and report suspicious activity that might be a zero-day threat.

5. Security Information and Event Management (SIEM) Integration (optional): Integrating MGT's solutions with a SIEM platform allows for centralized log management and event correlation. This can provide valuable insights and identify potential zero-day attacks by correlating events and activities across different security tools.

MGT's layered approach provides a defense-in-depth strategy to mitigate zero-day threats. While complete prevention is impossible, early detection, rapid response, and ongoing vigilance can significantly reduce the potential damage caused by these ever-evolving 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.**

MGT Proposed SIEM Solution will provide 99.95% System availability and threat detection each month. Please see below a report for an existing client.



l. **Please describe available reports generated by your proposed solution(s). Please include ability to generate custom reports.**

MGT's proposed security solutions provide a robust reporting suite, empowering you to gain valuable insights into your security posture. Here's an overview of the reports available and our commitment to customization:

Pre-defined Reports:

- Vulnerability Management Reports: These reports detail identified vulnerabilities, their severity, exploitability, and the affected assets. They also track remediation progress and overall security posture improvement.
- Threat Detection and Incident Response Reports: Reports summarize security events, detected threats, incident response activities, and resolution timelines.
- Endpoint Security Reports: These reports provide insights into endpoint protection effectiveness,

including malware detections, blocked attacks, and endpoint compliance with security policies.

- Network Security Reports: Reports detail network traffic analysis, suspicious activity detection, and overall network security posture.
- Security Health Reports: These reports offer a consolidated view of your overall security posture, highlighting key metrics across different security solutions.

Customization Options:

We understand that one-size-fits-all reporting doesn't meet everyone's needs. MGT offers several customization options to ensure the reports align with your specific interests:

- Customizable Report Parameters: You can define specific timeframes, filter reports by device types, user groups, or security solution to focus on areas of interest.
- Scheduled Reports: MGT can automate report generation and delivery at specified intervals for periodic monitoring of key security metrics.
- Custom Report Development: Our team can work with you to develop custom reports tailored to your unique needs and reporting requirements.
- Data Export: MGT allows you to export report data in various formats (CSV, PDF) for further analysis or integration with your existing reporting tools.

Benefits of Comprehensive Reporting:

Improved Visibility: MGT's reports provide clear and concise insights into your security posture, empowering you to identify potential risks and make informed security decisions.

Demonstrated Value: Reports showcasing reduced threats, improved compliance, and faster incident response times help demonstrate the value of MGT's solutions to stakeholders.

Data-Driven Decisions: Measurable data from reports allows for data-driven security strategies and resource allocation decisions.

Improved Communication: Reports facilitate communication regarding security posture and incident response between IT teams and management.

MGT is committed to providing you with the information you need to effectively manage your security environment. Our comprehensive reporting suite with robust customization options ensures you have the right data at your fingertips to make informed decisions and optimize your security posture.

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?

MGT offers a comprehensive knowledge base strategy to empower your cybersecurity efforts. Here's a breakdown of our approach including multi-customer and custom options, along with the knowledge base update and improvement process:

MGT's Multi-Customer Knowledge Base: This extensive online library provides a wealth of resources on various cybersecurity topics, including:

- Best practices for securing different IT systems and applications.
- In-depth explanations of common security threats and vulnerabilities.
- Troubleshooting guides for common security incidents.

- Security configuration recommendations and best practices.
- Industry news and updates on emerging cyber threats.

Custom Knowledge Base for the City: In addition to the multi-customer base, MGT can create a customized knowledge base specific to the City's needs. This can include:

- Documentation of the City's specific IT infrastructure and security policies.
- Procedures and best practices tailored to the City's security environment.
- Incident response playbooks for common threats encountered by various clients.
- Lessons learned from real-world security incidents experienced by the City.

Building and Updating the Knowledge Base:

- Leveraging Industry Expertise: MGT's security team continuously monitors industry trends and best practices. This knowledge is incorporated into the knowledge base to ensure it reflects the latest security guidance.
- Real-World Experience: Our team documents real-world security incidents encountered while working with clients, including the City. These documented incidents provide valuable insights and lessons learned that are then incorporated into the knowledge base.
- Continuous Monitoring and Updates: The knowledge base is constantly monitored and updated to reflect changes in the threat landscape, new vulnerabilities, and evolving industry best practices.

Benefits of a Robust Knowledge Base:

- Empowered IT Staff: Easy access to a comprehensive knowledge base empowers your IT staff to troubleshoot security issues, implement best practices, and improve overall security posture.
- Improved Incident Response: Documented procedures and lessons learned in the knowledge base can streamline incident response, minimizing downtime and damage.
- Enhanced Security Awareness: The knowledge base can be used for internal training purposes, fostering a culture of security awareness among City employees.
- Proactive Threat Mitigation: By staying updated with the latest threats and best practices, the knowledge base helps you proactively address evolving security challenges.
- MGT's commitment to a comprehensive and evolving knowledge base ensures your team has the resources and insights needed to make informed security decisions and maintain a robust security posture.

n. **If your firm is proposing Solutions (Categories 1 – 3), please outline any programs or certifications available for 3rd party consultants and service providers.**

N/A

o. **What physical products, such as firewall devices, IDS (Intrusion Detection Systems), IPS (Intrusion Prevention Systems), etc., are available?**

MGT team of engineers are certified and qualified to manage most industry leading Firewall, IDS/IPS systems including but not limited to Palo Alto, CheckPoint, Cisco ASA/FTD, Cisco Meraki, Fortinet, Juniper, SonicWall, Sophos, etc. As a part of Managed Network Security Services, MGT will be responsible for managing City owned systems in this area. MGT, as a partner with various vendors listed here can also o assist the City with procurement of Software/Hardware.

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.

A general framework to understand the migration process, costs involved, and time investment required:

Planning Phase (1-2 weeks):

- Evaluation: This involves assessing your current anti-malware deployment, including the number of devices, operating systems, and existing management infrastructure.
- Solution Selection: If you haven't chosen a specific solution yet, this phase involves evaluating different anti-malware options based on your needs, budget, and compatibility with your existing systems.
- Deployment Strategy: Developing a migration plan that outlines the sequence of steps for deploying the new solution across your network. This includes identifying a pilot group (if applicable), communication strategy, and rollback plan in case of unforeseen issues.
- Cost Estimation: Factor in licensing costs for the chosen solution, potential training needs for IT staff, and any additional hardware or software required for deployment.

Migration Phase (2-6 weeks, depending on complexity):

- Pilot Deployment (Optional): For large deployments, consider piloting the new solution on a small group of devices first to identify and address any compatibility or configuration issues before a full rollout.
- Agent Installation: Deploying the anti-malware agent software onto all target devices. This might involve manual installation, remote deployment tools, or integration with existing management frameworks.
- Configuration and Testing: Configuring the anti-malware solution for your specific needs, including policy settings, scheduling scans, and exclusions for legitimate software. Thorough testing is crucial to ensure functionality and compatibility.
- User Training (Optional): Depending on the solution's complexity, basic user training might be necessary to educate employees about the new software and potential changes in security practices.
- Data Migration (if applicable): If your current solution stores security data centrally, you may need a migration process to transfer that data to the new solution.

Post-Migration Phase (Ongoing):

- Monitoring and Maintenance: Continuously monitor the new solution's performance, identify and address any emerging threats, and keep the software updated with the latest virus definitions.
- User Support: Provide ongoing support to users who encounter technical difficulties or have questions about the new anti-malware solution.

Cost Considerations:

Licensing Costs: The cost of anti-malware software can vary depending on the chosen solution, the number of devices protected, and the licensing model (per-device, per-user, or subscription-based).

Implementation Costs: This may include costs for professional services to assist with migration, training for IT staff, and potential hardware or software upgrades required for compatibility.

Ongoing Costs: Factor in costs for ongoing maintenance, license renewals, and potential technical support from the vendor.

Time Investment:

The migration timeline depends on the complexity of your current environment, the number of devices, and the chosen deployment strategy. Simpler deployments might take 2-4 weeks, while large-scale migrations with complex environments could require 6 weeks or more.

q. **Describe how AI is built into your proposed solution(s) and what interactions with AI tools the City can expect.**

MGT incorporates Artificial Intelligence (AI) into our security solutions to streamline processes, improve threat detection, and enable a more proactive security posture. Here's a breakdown of how AI is integrated and the interactions the City can expect:

Machine Learning for Advanced Threat Detection: MGT's security solutions leverage machine learning algorithms to analyze vast amounts of security data from endpoints, networks, and cloud environments. These algorithms can:

- Identify anomalies and suspicious behaviors that might indicate a potential cyberattack.
- Detect malware variants and zero-day threats that may bypass traditional signature-based security tools.
- Learn and adapt over time, becoming more effective at identifying and flagging emerging threats.

Automated Incident Response and Prioritization: AI can automate some aspects of incident response, such as:

- Initial triage and prioritization of security alerts based on severity and potential impact.
- Automated containment procedures to isolate compromised systems and prevent further damage.
- Freeing up security analysts to focus on complex incidents requiring human expertise.

Security Automation and Orchestration: MGT can leverage AI for security automation and orchestration (SOAR) tools. These tools can automate repetitive tasks such as:

- Vulnerability scanning and patching.
- User behavior monitoring and anomaly detection.
- Configuration management and enforcement of security policies.

Interactions with AI Tools by the City:

- Security Analysts as Overseers: MGT's security analysts will always oversee and manage AI tools. They will:
  - Configure AI algorithms to align with the City's specific security needs and environment.
  - Validate and investigate security alerts generated by AI systems.
  - Make final decisions on incident response actions and security adjustments.
- Improved Alert Efficiency: AI can significantly reduce the number of false positives from security alerts, allowing analysts to focus on legitimate threats.
- Proactive Threat Hunting: AI can continuously analyze security data to identify potential threats before they evolve into major incidents. Security analysts can then investigate these leads and take proactive measures.

Benefits of AI-Powered Security:

- Enhanced Threat Detection: AI can identify subtle anomalies and suspicious patterns that might be missed by traditional security tools.
- Improved Efficiency: AI automates routine tasks, freeing up security analysts to focus on strategic initiatives and complex incidents.

- Faster Incident Response: AI can expedite incident response by automating initial triage and containment procedures.
- Proactive Security Posture: AI can help identify potential threats before they cause significant damage.

MGT recognizes the power and limitations of AI. We leverage AI responsibly to augment the expertise of our security analysts, providing the City with a comprehensive and efficient security solution.

r. Specific to Security Consulting and Advisory Services (Category 4), please detail your firm's scope of available services.

We have detailed our firm's of available services for Category 4 in the above section of this proposal.

s. Specific to Regulatory Compliance and Governance Services (Category 5), please detail your firm's scope of available services.

We have detailed our firm's of available services for Category 5 in the above section of this proposal.

t. Specific to Security Architecture and Integration Services (Category 6), please detail your firm's scope of available services.

Please see our section on MGT's Managed Security Services in this proposal document.

u. Specific to Emerging Technologies and Future-Proofing Services (Category 7), please detail your firm's scope of available services.

N/A

Qualifications and 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.

MGT is Proposing Categories 4, 5, and 6. The credentials staff has been included in MGT's Expertise and Successful Track Record section of this document.

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.

We are not the manufacturer of our solution. All services detailed in the proposal will be performed with personnel employed in-house.

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.

Please see MGT's Expertise and Successful Track Record section of this document.

d. Provide a list of all certifications related to Cybersecurity that your firm holds.

MGT holds ISO 270001 certification and SOC 1 Type 1 compliant certification.

e. Provide the total number and location of salespeople and customer service representatives employed by your firm.

MGT has over 700 full-time employees with over 230 technology resources that assist with the sales and customer service of our partners. MGT does have a dedicated sales department that will assist our SMEs with the sales process. Most of our engineers are in either Atlanta, Georgia or Tampa, Florida.

f. Provide the total number and locations of service / consulting professionals that you expect to work directly with the City.

Based on the requirements of the city, MGT will try to accommodate resources. We are in Major cities within the US, so depending on the city's requirements, we will deploy individuals as soon as possible for any projects.

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

Please review MGT's Expertise and Successful Track Record section of this document.

h. Provide the number and location of support centers, if applicable.

MGT of operates one (1) Security Operation Center out of Norcross, Georgia.

i. Provide a summary of your experience in performing work similar to that outlined in this solicitation.

Please review MGT's Expertise and Successful Track Record section of this document.

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.

Please review MGT's Expertise and Successful Track Record section of this document.

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.

Resumes have been provided in Appendix A.

l. Provide information regarding if your organization ever failed to complete any work awarded.

No, MGT has not 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?

MGT has not been involved in a breach of an organization in which we were already involved. Los Angeles Unified School District is a recent partner, as we repaired their cyber-attack after it occurred

Case study: MGT assists in LA school district's cyberattack recovery - MGT (mgtconsulting.com)

n. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

MGT has not been involved, presently or in the past, in any litigation, bankruptcy, or reorganization.

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.**

MGT offers comprehensive penetration testing services to proactively identify and address vulnerabilities in your IT infrastructure. Our approach simulates real-world attacker methods to assess your security posture and provide actionable insights for improvement.

Penetration Testing Methodology:

- Planning and Scoping: We work collaboratively with you to define the scope of the testing engagement, considering factors like critical systems, data sensitivity, and desired testing depth.
- Information Gathering: Our team gathers information about your network architecture, operating systems, applications, and security policies to understand your environment.
- Vulnerability Scanning and Identification: We utilize automated vulnerability scanning tools to identify potential weaknesses in your systems and applications.

Penetration Testing Techniques: Our experienced penetration testers leverage various methods to exploit vulnerabilities, including:

- Network Penetration Testing: Simulating external attacker attempts to gain unauthorized access to your network through vulnerabilities in firewalls, web applications, and other network devices.
- Web Application Penetration Testing: Identifying exploitable weaknesses in web applications that could allow attackers to inject malicious code, steal data, or compromise user accounts.
- Social Engineering Testing: Evaluating your organization's susceptibility to social engineering attacks, such as phishing emails, pretext calls, and physical security breaches.
- Exploit Development and Post-Exploitation: In some cases, our team may develop custom exploits to test specific vulnerabilities and assess the potential impact of a successful attack. We will always obtain written authorization before deploying any custom exploits.
- Reporting and Remediation: Upon completion, we provide a detailed report outlining the identified vulnerabilities, the testing methodology used, and the potential impact of successful exploitation. The report also includes prioritized recommendations for remediation.

Scenarios Addressed by Our Testing:

- External Network Attacks: We simulate how attackers might exploit weaknesses in firewalls, web servers, and other internet-facing systems to gain access to your network.
- Web Application Vulnerabilities: Our testing identifies security flaws in web applications that could allow attackers to steal data, tamper with functionality, or compromise user accounts.
- Social Engineering Attempts: We assess your employees' awareness and susceptibility to social engineering tactics like phishing emails, pretext calls, and physical security breaches.
- Insider Threats: Penetration testing can help identify weaknesses that could be exploited by malicious insiders with authorized access to your systems.

Benefits of MGT's Penetration Testing:

- Proactive Vulnerability Identification: Uncover security weaknesses before attackers can exploit them.

- Improved Security Posture: Address vulnerabilities and strengthen your defenses against cyber threats.
- Enhanced Threat Awareness: Gain valuable insights into how attackers might target your organization.
- Compliance Requirements: Penetration testing can help meet regulatory compliance requirements for data security.

MGT's penetration testing services provide a comprehensive assessment of your security posture, empowering you to take proactive steps to mitigate risks and safeguard your critical data.

b. Please describe how your proposed solution and/or service addresses false positives.

MGT understands that false positives from security alerts can be a significant burden for security teams. Our proposed solutions and services incorporate several strategies to minimize false positives and ensure you're focusing on legitimate threats:

1. Security Expertise and Machine Learning:

- Experienced Security Analysts: Our team of security analysts possess the knowledge and experience to effectively evaluate security alerts and distinguish true threats from false positives.
- Machine Learning for Fine-Tuning: MGT's security solutions leverage machine learning to analyze historical data and identify patterns that differentiate true positives from false positives. Over time, the machine learning algorithms become more adept at filtering out false alarms.

2. Context-Aware Alerting and Prioritization:

- Contextual Analysis: MGT's solutions consider contextual factors beyond just the raw security alert data. This may include user behavior, device type, network activity, and threat intelligence feeds. Correlating this contextual data helps identify false positives triggered by benign activities.
- Risk-Based Prioritization: Alerts are prioritized based on severity, potential impact, and the likelihood of being a true threat. This prioritization ensures security analysts focus on the most critical alerts first, minimizing wasted time investigating false positives.

3. Transparency and Communication:

- Clear Reporting: MGT's reports clearly differentiate between high-confidence threats and potential false positives. This transparency allows you to make informed decisions about how to address security alerts.
- Open Communication: Our security team is committed to open communication. We will proactively discuss the potential for false positives and work collaboratively with you to refine our approach to ensure actionable security insights.

MGT recognizes that eliminating false positives entirely may not be possible. However, by combining our security expertise, advanced analytics, and a commitment to continuous improvement, we significantly reduce false positives and empower you to focus on the threats that matter most.

c. Describe proposed incident severity levels. Who gets notified at each level?

MGT's approach to incident response prioritizes efficiency and timely action. We define incident severity levels to ensure appropriate resources are allocated and the right people are notified based on the urgency and potential impact. Here's a breakdown of our proposed levels and notification protocols:

- Severity Level 1: Critical Incident

  Description: A high-impact incident causing a major disruption or potential data breach. Examples include:

  Complete system outage impacting critical business operations.

  Confirmed ransomware attack with data encryption.

  Large-scale security breach with unauthorized access to sensitive data.

  Notification: Immediate notification to senior management, IT leadership team, and potentially relevant external stakeholders (e.g., regulators, law enforcement).

  Response: All hands-on deck approach with immediate response to contain the incident, minimize damage, and restore affected systems.

- Severity Level 2: Major Incident

  Description: A significant incident causing disruption or potential data exposure. Examples include:

  Partial system outage impacting key user groups or critical functionalities.

  Suspicious activity detected that may indicate a potential attack.

  Denial-of-service (DoS) attack impacting website or application availability.

  Notification: IT leadership team, potentially relevant department heads, and security operations personnel.

  Response: Rapid response to investigate the incident, determine the scope, and implement containment measures to prevent further damage.

- Severity Level 3: Moderate Incident

  Description: An incident with a moderate impact or potential for impact. Examples include:

  System malfunction impacting a limited number of users or non-critical functionalities.

  Phishing attempt targeting employees.

  A detected vulnerability in a non-critical system.

  Notification: Security operations team and potentially relevant IT support personnel.

  Response: Standard incident response procedures are followed to investigate, contain, and remediate the incident.

Severity Level 4: Low Incident

Description: A low-impact incident or potential issue requiring attention. Examples include:

Informational security awareness reminder triggered by user activity.

Minor system error with no immediate operational impact.

Notification: Security operations team for review and potential further action.

Response: The incident may be documented and addressed according to established procedures but may not require immediate action.

Benefits of Defined Severity Levels:

- Faster Response Times: Clear classifications ensure quicker decision-making and resource allocation

during incidents.

- Improved Communication: Consistent notification protocols keep key stakeholders informed at appropriate levels.
- Enhanced Efficiency: Prioritization allows security teams to focus on critical issues first.
- Standardized Response: Defined procedures ensure a consistent and measured approach to incident response.

By implementing clear incident severity levels and effective notification protocols, MGT empowers your organization to respond swiftly and efficiently to security incidents, minimizing damage and ensuring business continuity.

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.**

MGT's incident response process is designed to be swift, efficient, and well-coordinated, ensuring a swift resolution to security incidents while minimizing damage. Here's a breakdown of the key phases:

1. Detection and Triage:

- Triggering Events: Security alerts from our monitoring tools, unusual system activity, employee reports of suspicious activity – all can trigger the incident response process.
- Initial Assessment: Our security analysts will rapidly assess the alert to determine its legitimacy, potential impact, and severity level based on our defined criteria (refer to writeup on Incident Severity Levels).

2. Containment and Eradication:

- Taking Control: Based on the severity level, we'll initiate containment measures to isolate the threat, prevent further damage, and secure compromised systems. This may involve actions like:
    - Isolating infected devices.
    - Disabling compromised accounts.
    - Disrupting ongoing attacks.
- Eradication Efforts: Once contained, we'll work to eradicate the threat entirely. This may involve removing malware, patching vulnerabilities, and remediating compromised systems.

3. Legal and Forensics Involvement:

- Threshold for Legal/Forensics: The decision to involve legal and forensics teams depends on the severity of the incident and potential legal ramifications. This may include:
    - Confirmed data breaches with unauthorized access to sensitive data.
    - Suspected involvement of external actors or criminal activity.
    - Incidents requiring digital forensics investigation to preserve evidence for legal proceedings.
- MGT's Role: We will facilitate communication and collaboration between your internal legal and forensics teams, ensuring they have the information they need to take appropriate actions.

4. Recovery and Post-Incident Activities:

- System Restoration: MGT will assist with restoring affected systems and data from backups, ensuring minimal downtime and disruption to your operations.
- Lessons Learned: Following the incident, we'll conduct a thorough post-mortem analysis to identify root causes, improve our detection and response procedures, and prevent similar incidents in the future.

Communication Throughout the Process:

- Internal Communication: MGT will keep you informed throughout the incident response process with clear and concise updates on the situation, containment efforts, and recovery progress.
- External Communication (Media): MGT understands the importance of controlled external communication, especially during high-profile incidents. We will work collaboratively with your public relations team to develop a communication strategy that balances transparency with the need to protect sensitive information and ongoing investigations.

Benefits of MGT's Incident Response Process:

- Minimized Damage: Swift action and containment measures limit the impact of security incidents.
- Faster Recovery: Efficient processes ensure a quicker return to normal operations.
- Improved Security Posture: Lessons learned from incidents are used to enhance your overall security posture.
- Clear Communication: Transparency and collaboration keep stakeholders informed throughout the process.

MGT's experienced security team is available 24/7 to guide you through the incident response process. We will work tirelessly to minimize the impact of security incidents and ensure a swift recovery for your organization.

e. At what point is a contingency plan put into place?

The contingency plan in MGT's incident response process is ideally implemented as soon as containment measures begin (Phase 2). This is because containment often relies on pre-defined actions and procedures outlined in the plan.

- Standardized Response: The contingency plan outlines specific actions to take for different types of incidents, ensuring a consistent and measured approach during containment. This can include isolating compromised systems, shutting down affected services, or implementing pre-configured backup and recovery procedures.
- Efficiency: Having a pre-defined plan allows for quicker decision-making and avoids wasting time developing containment strategies from scratch during a critical moment.
- Resource Allocation: The contingency plan often identifies the personnel and resources required for different incident scenarios. This empowers a faster and more coordinated response by assigning clear roles and responsibilities during containment efforts.

f. Please detail available training programs. Are there any additional costs for these programs?

There's a range of training programs available to equip individuals and organizations with the knowledge and skills to combat malware threats. Here's an overview of some common options:

- Vendor-Specific Training: Many anti-malware software vendors offer training programs tailored to

their specific products. These programs typically cover installation, configuration, best practices for using the software, and troubleshooting common issues. Costs for such programs can vary. Some vendors might include basic training as part of their product license, while others might offer more advanced training for an additional fee.

- General Cybersecurity Awareness Training: These programs provide a broader understanding of cybersecurity concepts, including malware types, common attack vectors, and strategies for safe online behavior. They often cover topics like phishing scams, social engineering techniques, and password hygiene. These programs can be found from a variety of providers, including security firms, non-profit organizations, and government agencies. Costs can vary depending on the program's depth, duration, and delivery format (online, in-person).
- Advanced Malware Analysis Training: These programs delve deeper into the technical aspects of malware analysis, reverse engineering, and threat hunting. They equip participants with the skills to dissect malware samples, understand how they operate, and develop strategies to mitigate their impact. These programs are typically geared towards IT security professionals and can be quite expensive. They might be offered by universities, security training companies, or independent instructors.

Additional Considerations

- Training Delivery Format: Programs can be delivered in various formats, including online courses, in-person workshops, self-paced learning modules, or blended approaches. The ideal format depends on your learning style, budget, and scheduling constraints.
- Target Audience: Consider who needs training within your organization. General awareness training might be suitable for all employees, while more advanced programs might benefit IT security personnel.
- Training Budget: Costs can vary significantly depending on the program's scope, delivery format, and provider. Factor in potential additional costs like travel and accommodation (for in-person programs) when making your decision.

g. How do you measure success for training programs?

MGT utilizes a multi-faceted approach to measure the success of our security awareness training programs, ensuring they effectively equip your employees to combat cyber threats. Here's an overview of the key metrics we track:

Knowledge Acquisition:

- Pre-Training and Post-Training Assessments: We can conduct knowledge assessments before and after training to gauge the improvement in employees' understanding of cybersecurity concepts and best practices.
- Training Completion Rates: Tracking the percentage of employees who complete assigned training modules indicates program engagement and knowledge acquisition.

Behavioral Change:

- Phishing Simulation Results: Simulating phishing attacks measures employees' ability to identify and avoid suspicious emails. We track metrics like click-through rates, reported phishing attempts, and successful phishing resistance.
- Security Incident Reporting Trends: An increase in reported security incidents after training can indicate heightened awareness and willingness to report suspicious activity.

- Help Desk Ticket Trends: A decrease in tickets related to social engineering scams or malware infections might suggest improved ability to identify and avoid these threats.

Employee Feedback:

- Surveys and Focus Groups: Employee feedback surveys and focus groups can provide valuable insights into the effectiveness of the training content, delivery format, and overall program satisfaction.
- Knowledge Retention Assessments: Follow-up assessments can measure how well employees retain key information learned during the training programs.

Return on Investment (ROI):

- Cost Savings: While calculating the exact ROI of security awareness training can be challenging, we can help you estimate potential cost savings from reduced phishing attacks, malware infections, and data breaches.
- Improved Security Posture: The overall reduction in security incidents and a stronger security culture contribute to a measurable improvement in your organization's security posture.

Continuous Improvement:

- Refine Training Content: We update, and tailor training content based on knowledge gaps identified in assessments and employee feedback.
- Optimize Delivery Methods: We evaluate the effectiveness of different training formats (e.g., online modules vs. instructor-led sessions) and adjust the program accordingly.
- Targeted Training: Based on user data and trends, we can recommend additional targeted training for specific employee groups or areas of high risk.

h. Please describe training available for individuals who fall victim to attacks, either real or simulated?

While MGT's primary focus is on preventing security incidents through awareness training, we understand that even with the best precautions, individuals may still fall victim to attacks. In such scenarios, MGT offers specific training and support to help them recover and minimize further damage.

Phishing Scam Recovery: This program guides individuals who have clicked on a phishing email or entered credentials on a malicious website. It details steps to:

- Secure compromised accounts by changing passwords and enabling multi-factor authentication.
- Identify and remove malware that might have been downloaded.
- Report the incident to IT security teams for further investigation and potential system scans.

Social Engineering Recovery: This training equips individuals who have fallen victim to social engineering tactics like pretext calls or physical security breaches. It covers:

- Recognizing the warning signs of social engineering attempts.
- Reporting suspicious interactions to IT security or relevant authorities.
- Safeguarding sensitive information and practicing secure data handling practices.

Data Breach Recovery: If an individual's personal data is compromised in a data breach, this program provides guidance on:

- Steps to protect their identity, such as credit monitoring and fraud alerts.

- Resources for reporting identity theft and seeking assistance from relevant agencies.

Delivery and Support:

- Online Modules: These self-paced modules offer immediate access to recovery steps and resources.
- Individualized Support: MGT's security team may offer personalized support to guide affected individuals through the recovery process, addressing specific concerns and ensuring they take the necessary steps to mitigate further risk.

Benefits of Post-Attack Training:

- Empowerment During Recovery: Individuals are equipped with the knowledge and resources to take action and minimize damage.
- Reduced Risk of Further Compromise: Training helps prevent individuals from falling victim to similar attacks in the future.
- Improved Security Culture: Open communication about security incidents and the availability of recovery resources fosters a culture of security awareness within the organization.

Integration with Incident Response:

MGT's post-attack training can be seamlessly integrated with our incident response process. Once an attack is identified, security teams can notify affected individuals and provide them with immediate access to the relevant recovery training and support resources.

MGT's commitment to security goes beyond prevention. We offer comprehensive support to empower individuals who fall victim to attacks, aiding them in recovery and minimizing the overall impact on the organization.

i. **What does your firm do to help us, the customer, endure a large- scale incident?**

MGT understands that large-scale security incidents can be incredibly disruptive and stressful for your organization. During such critical times, MGT will be your unwavering partner, providing comprehensive support to help you endure, recover, and emerge stronger. Here's an overview of how we'll assist you through a large-scale incident:

Immediate Response and Containment:

- 24/7 Security Operations Center (SOC): Our dedicated security analysts are available around the clock to investigate the incident, identify the scope and root cause, and take swift action to contain the threat and prevent further damage.
- Experienced Incident Response Team: MGT will deploy our experienced incident response team to lead the response efforts. This team has the expertise and experience to handle complex security incidents effectively.
- Containment Measures: We will work collaboratively with your IT team to implement appropriate containment measures, such as isolating compromised systems, shutting down affected services, and patching vulnerabilities.

Communication and Collaboration:

- Clear and Consistent Communication: MGT understands the importance of clear and consistent communication during a crisis. We will establish a central communication channel to keep you informed of the situation, progress updates, and next steps.

- Stakeholder Engagement: We will work collaboratively with your leadership team, legal counsel, public relations team, and other relevant stakeholders to ensure everyone is informed and aligned throughout the incident response process.
- Transparency and Trust: MGT values transparency and will strive to be as transparent as possible while maintaining the integrity of the investigation and avoiding jeopardizing ongoing efforts.

Recovery and Remediation:

- System Restoration: Our team will work diligently to restore affected systems and data from backups, minimizing downtime and disruption to your operations.
- Eradication Efforts: We will conduct a thorough investigation to eradicate the threat entirely, ensuring the vulnerability is addressed, and prevent future attacks.
- Digital Forensics and Legal Support: If necessary, MGT can collaborate with your legal team and forensics experts to collect and preserve evidence for legal proceedings.

Post-Incident Support:

- Lessons Learned Analysis: Following the incident, we will conduct a comprehensive post-mortem analysis to identify root causes, improve your security posture, and prevent similar incidents from happening again.
- Security Awareness Training Reinforcement: MGT can provide additional security awareness training to your employees, focusing on the lessons learned from the incident and reinforcing best practices to prevent future breaches.
- Continuous Improvement: We will work collaboratively with you to review and update your security policies, procedures, and incident response plan to ensure your organization remains resilient against evolving threats.

j. Does your firm offer additional Cybersecurity services that have not been mentioned in this document but that we should consider?

Yes, our firm likely offers a variety of additional cybersecurity services that complement our proposed solution, even if they weren't mentioned in this specific document. Here are some examples of services we might offer:

- Vulnerability Assessment and Penetration Testing: We can help identify and exploit weaknesses in your systems and networks to prioritize remediation efforts before attackers do.
- Security Awareness Training: We can provide training programs to educate your employees on cybersecurity best practices and help them recognize and avoid cyber threats.
- Incident Response and Forensics: We can assist you in the event of a security breach, helping you to contain the damage, investigate the incident, and recover your systems.
- Security Consulting: We can provide ongoing security guidance and advice to help you develop and implement a comprehensive cybersecurity strategy.
- Threat Intelligence: Our team can help you stay informed about the latest cyber threats and vulnerabilities, allowing you to proactively defend your systems.
- Security for Cloud Environments: We can offer specialized security solutions to protect your data and applications in the cloud.

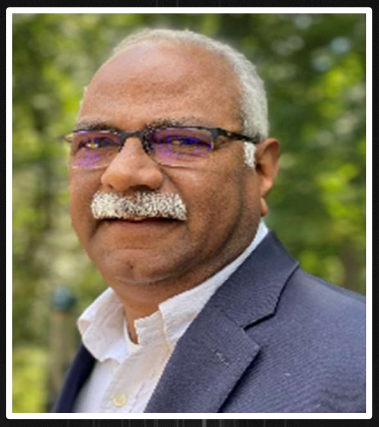
k. Does your firm allow for engagements that may require less than full time equivalent hours?

Yes, our firm is happy to discuss engagement models that meet your specific needs. We offer flexible arrangements that can accommodate less than full-time equivalent (FTE) hours. Here are some ways we can structure an engagement to fit your requirements:

- Hourly Rates: We can bill you for the time our consultants spend working on your project, allowing you to scale your engagement up or down as needed. This is a good option if you have a well-defined project with specific deliverables, but don't need ongoing support.
- Retainer Agreements: You can pre-pay for a set number of hours per month or quarter, ensuring dedicated resources for your project while maintaining some flexibility. This is a good option if you need ongoing support, but the workload might fluctuate.
- Project-Based Pricing: We can agree on a fixed price for a specific project scope, providing you with cost certainty. This is a good option if you have a well-defined project with a clear delivery and timeline.

We understand that budget is a major consideration, and we're committed to working with you to find a solution that aligns with your needs.

Appendix A: Resumes



Certifications

AWS Certified Cloud Practitioner

Certified Information System Security Professional (CISSP)

Cisco Certified Network Professional (CCNP)

Several Industry certifications such as MCSE, CNE4, Sniffer Certified Expert, Etc.

Six Sigma Lean (White Belt)

Awards and Recognition

Winner of CIO's "Techcelerate Award", 2018

Winner of CIO's "Excellence in Delivery" Award 2017

Winner of CIO's Technology Award for the year 2014

MGT TECHNOLOGY

Srini Ratnam

Director of Cyber Security Solutions
MGT Technology Solutions

Summary

Mr. Ratnam has more than 30 years of Enterprise IT Infrastructure Architecture, Engineering, Operations, and Consulting experience. This includes managing both large and multiple data centers, managing Cloud strategy, and infrastructure management. He has a strong background as a leader in developing, optimizing, transforming, and scaling the next generation of network and cloud environments, enterprise networking standards, architecture, design, engineering, and enterprise infrastructure transformations.

Professional Skills

- Solid technical background and deep-rooted experience in critical Infrastructure architecture, design, system, and performance management including managing large enterprise WAN and data center infrastructure, security appliances, perimeter security
- Provided 24/7 escalation support for Tier3/4 levels for worldwide and critical operations (SNOW)
- ITIL Processes Implementation: Problem, Support, Incident, and Change Management
- Lead and managed the development of innovation and provided strategic directions in enterprise network infrastructure - from conceptual data network design to delivery, especially in areas of IaaS, PaaS, SaaS, Cloud Migration, and Network Analytics
- Lead transformational projects around data center and cloud infrastructure.
- Built and lead 20+ network/security engineering teams to deliver Voice, Video, Data, Wi-Fi, and WAN technology solutions enterprise-wide.
- Alignment with customers and business stakeholders, outside partners, and service delivery organizations through major technology transitions

Relevant Professional Experience

- MGT/CIraInfoTech| Director of Cyber Security Solutions | 2020 – Present
- IHG, Inc.| Director of Global Infrastructure Engineering | 2014-2020
- Americas Hotel IT Ops, IHG, Inc| Senior Technology Advisor | 2007-2014
- Unisys Corporation| Consultant Integration Architect | 2000-2007
- Bank of America| Senior Network Architect | 1998-2000
- US Dept. of State Public Affairs (USIS) Data Center, New Delhi, India| Operations Manager | 1992-1998
- US Dept. of State Public Affairs (USIS) Data Center, New Delhi, India| Systems Analyst | 1986-1992PK12

Achievements

- AWS and GCP Cloud Migration 2018-2020
- About 5000+ workloads (VMs) moved between AWS and GCP
- RFP management and selection process for cloud services
- Refactoring Applications and Data Base for Deployment to Cloud Services
- Network Transformation Strategy (SDDC/SDN/SDWAN) and Roadmap (2017/2018)
- IHG Next Generation Infrastructure Strategy (2014-2016): Design, engineering, and implementation of two new data centers (east and west coast)
- Enterprise Video Conferencing (2016) extensive collaborative engineering
- Designed MPLS network for primary connectivity for over 5000 hotels (2010-2013)
- Post 9/11 Network Recovery Project for New York Port Authority (Disaster Recovery)



Education

Bachelor of Electrical Engineering

Master of Information Technology, Network and Security

Certifications

Checkpoint Certified Security Expert (CCSE)

Checkpoint Certified vSEC Administrator

Checkpoint Certified Sandblast Administrator

Palo Alto Certified Network Security Engineer (PCNSE)

Cisco Certified Network Associate Security (CCNA Security)

MGT TECHNOLOGY

Ashok Pilla

Network Operations Director
MGT Technology Solutions

Summary

Network and Security Engineer with 10+ years of experience including design, installation, configuration, and support of network & security Products. Significant experience on industry-leading Network and Security appliances including Fortinet, Cisco ASA, Checkpoint, Palo Alto, Fortinet and Juniper Firewalls, and Cisco-based Routing and Switching. Hands-on experience with VPN implementation including Site to Site, IPsec-based Remote access, Intrusion Detection, and prevention appliances including Cisco AIP-SSM, IDSM, and Source Fire. Experience with F5 load balancers. Knowledge in Network monitoring and vulnerability assessment tools like Solarwinds, Qualys, and Nessus. Unsurpassed customer service, dedicated, positive, team-oriented attitude with proven leadership and success in highly visible roles for various-sized project implementations.

Relevant Professional Experience

- Cira Infotech Inc (Various Customers) | Sr. Security & Lead Engineer | Oct 2019 – Present
- Fresenius Medical Care | Network and Security Consultant | April 2019 – September 2019
- Cira Infotech Inc (Various Customers) | Sr. Security & Lead Engineer | Oct 2017 – March 2019
- Tupperware/Di Data | Sr. Security Engineer | July 2016 – Sep 2017
- CapitalOne | Sr. Security Engineer | Feb 2015 – June 2016
- Verizon Global Professional Services | Design Engineer | April 2014 to Jan 2015
- Savvis Data Center Services | Security Design Engineer | May 2008 to March 2014

Technical Experience

Hardware Platforms

- Fortinet gate 7030E, 3960E, 1500D, 200E running 5.x and 6.x software versions
- FortiGate firewalls managed through FortiManager and FortiAnalyzer at the Enterprise level.
- Palo Alto firewalls including PA 3000, 4000, 5000, 7000 series firewalls, and small-scale devices like PA-500. M-500 Management console.
- Cisco ASA Firewalls including ASA 5585, 5550, 5540, 5545x, 5525x, 5512x, 5516x, 5510 and PIX 535 Firewalls. FMC 2500 and Virtual Edition of FMC.
- Juniper Netscreen 5400 and 5200, SRX 3600, 3400, 650 and 240 Series Firewalls.
- Cisco Networking Hardware: Nexus 5K, 7K, 7600, 7200, 3800, 3600, 2800 Series Routers, and Cisco 6500, 4900, 4500, 3750, 3560, 2900 series switches.
- Ruckus Networking Hardware: ICX model switches.
- Experience in configuring Extreme network switches and routers.

LAN/WAN

- OSI Layer, TCP/IP, WAN Routing Protocols RIP V2, EIGRP, OSPF, BGP. Layer 2 WAN Protocols MPLS, Frame Relay. High Availability configurations including HSRP, VRRP, and Spanning Tree Protocols STP, RSTP, MST. Dot1q Trunk.
- Network Management Protocols including SNMP, and SYSLOG. Sniffer tools like Wire Shark, and Packet Capture.

Security

- Wire Shark / Sniffer capture for packet-level analysis. (TCPDUMP and packet capture.)
- OPSec Client-based access for Firewall Optimization tools such as Tufin, AlgoSec, etc.
- Security Implementations including multiple Zones (DMZ, Third-party, ASZ, etc.)
- Advanced NAT including Identity, Static, Policy static, etc.

Additional Skills

- Troubleshooting of Point-to-Point WAN Circuits, Frame Relay, ATM, and MPLS.
- VLAN configurations, 802.1q trunking, and spanning tree, VTP, IP Subnetting, VLSM. NAT, IPSec-based VPN, IPSec VPN Tunnels, and VOIP.
- DNS, DHCP, Active Directory, IIS, Syslog, OPSec, NMAP, SNMP v2 & v3, load balancing, and high availability.
- Packet-level troubleshooting using sniffer tools like Ethereal, Packet capture tools using ASA Firewall CLI, ASDM, and CSM (Cisco Security Manager.)
- Basic knowledge and experience in Pearl scripting for API and network automation.
- Documentation Tools: Rational Requisite Pro, MS Word, Excel, PowerPoint, MS Project, Visio and Rational Rose, and MS Access.



Education

Bachelor of Science in Electronics and Communication Engineering

Master of Science in Electrical Engineering

Certifications

Cisco Certified Network Associate Security (CCNA)

Cisco Certified Network Associate R&S (CCNA)

Check Point Certified Security Expert (CCSE)

Awards and Recognition

Awarded Most Valuable Performer (MVP) in 2021, MGT Technology Solution Group (TSG)

MGT TECHNOLOGY

Sudhir Musirigari

SOC Manager

MGT Technology Solutions

Summary

Impact-oriented professional with exceptional problem-solving skills, and strong analytical and communication skills. Successfully managed programs and client relationships working with executives at Fortune 500 companies with a passion for using analytical capabilities and insights to drive strategic recommendations to influence decisions and actions that drive improved customer experience. Consistently leads teams that convert ideas into efforts that produce innovative and bottom-line results improving the security posture of different products, services, applications, and platforms. Collaborates with cross-functional teams to operationalize and scale programs related to security, privacy, regulatory, and compliance with the 'Secure by Design' principle.

Technical Expertise

- Design, Implement, and Manage IDR, EDR, NDR solutions, Vulnerability Management solutions, and SIEM tools.
- Create Project Charters, Project Status reports, RACI matrix and Project Delivery reports.
- Operational Project Manager handling Operational readiness reviews, Handover tick sheets, and Key operational procedure documents for a Multinational Investment Bank.
- Understand IT infrastructure silos including network, Security, Server, Applications Firewalls, Cloud, etc.
- Manage IT projects and proficient with the use of project documentation and tasking tools (i.e., JIRA, MS Project, Mavenlink, etc.)
- Manage teams and client engagements, forecasting and budgeting, risk management, regulatory compliance, business process analysis, relationship management, team building, and leadership, as well as project management.
- Installation, Configuration of Next Generation Firewalls Palo Alto, Check Point, Cisco, and Fortinet.
- Design, Implement, and troubleshoot Next Generation Threat Prevention solutions like IDS/IPS, Application filtering, URL filtering, Anti-virus, and Anti-Bot.

Professional Experience

- Deutsche Bank | Network Operation Engineer | Aug 2019 – Dec 2021
- Deutsche Bank | Operational Project Manager | Aug 2018 – July 2019
- Royal Bank of Scotland | Network Security Engineer | Sep 2015 – July 2018

Technical Platforms

- Firewall Platforms including Check Point, Cisco, Palo Alto Networks, and Fortinet with DMZ Architecture
- Firewall Management Platforms including Forti Manager, MDS / Smart Center, FMC, Panorama
- Cisco based Routing and Switching platforms including Nexus
- McAfee Proxy, F5 Load Balancers, Check Point IDS/IPS, WAF, End-point security solutions, site2site VPN
- Managed Detection and Response - Rapid7 Insight IDR, Splunk, IBM QRadar
- Vulnerability Scanner and Vulnerability Management System - Nessus, Manage Engine, Rapid7 Insight IVM
- Patch Management - Manage Engine
- AWS / AZURE / GCP Cloud Platforms

Halley Samuel Chiluvuri

Technical Project Manager
MGT Technology Solutions

Education

Bachelor of Commerce, Computers

Master of Business Administration, Finance

Master of Information Assurance, Information Technology

Certifications

Project Management Professional (PMP)

Cisco Certified Network Associate (CCNA)

Cisco Certified Security Associate (CCSA)

Summary

Mr. Chiluvuri is a technology project manager with detail-oriented, results-driven security expertise. He has a proven record of accomplishment in driving solutions, and projects for cross-functional programs from definition, design, and implementation to launch, and building effective relationships with clients and team members along the way. Extensive experience in managing priorities, resourcing, schedules, and communication throughout the full project lifecycle. Unsurpassed customer service, dedication, positive team-oriented attitude with proven leadership and success in highly visible roles for various-sized project implementations.

Technical Expertise

- IT Infrastructure, information security/assurance, security compliance auditing, Network and Security Engineering with over 10 years of experience in private, public, and legal industry environments.
- Experienced in driving teams - Engineering, Implementation, Configuration, and support of multimillions of dollars, and highly visible team projects. Includes McAfee ESM, Splunk SIEM, SourceFire, BRO IDS, Snort, Cisco, Fortinet, Juniper, etc.
- Demonstrated abilities in enterprise-wide network and security administration, Cloud services (IaaS, PaaS, SaaS) with market-leading vendors like Microsoft Azure, Amazon Web Services, and SAP Virtustream with integration
- Auditing security compliance, FedRAMP, NIST SPECIAL PUBLICATIONS 800-53 (Rev. 4) guidelines to security governance teams.
- Unsurpassed customer service, dedicated, positive, team-oriented attitude with proven leadership and success in highly visible roles for various-sized project implementations.

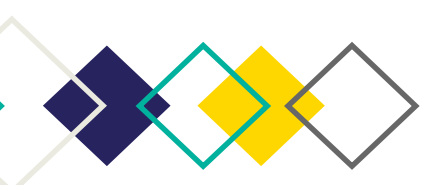
MGT TECHNOLOGY

Professional Experience

- MGT Consulting | Technical Project Manager | January 2022- Present
- Tuskegee University (Cira Infotech C2C) | Project Manager / Network Security Engineer | March 2020 – December 2021
- Intercontinental Hotels Group (Cira Infotech C2C) | Project Manager / Network Security Engineer | February 2017 - February 2020
- Deutsche Bank (Cira Infotech C2C) | Project Manager / Network Security Engineer | Oct 2016 – Jan 2017
- Thomson Reuters | Network Engineer | Oct 2011 – April 2014

Technical Skills

Hardware	Sourcefire, FortiGate, Checkpoint NGX R65, R70 and R71 PowerEdge2950 on Nokia Hardware using IPSO 1220 and SPLAT as well as IP Appliances IP 690, IP 695, IP 697 Juniper NetScreen 6500, 6000, 4500 SSL SA VPN, NetScreen ISG 1000, NetScreen 5400. Juniper SSG Firewalls, Juniper SRX 3600, Juniper SA 6500 Cisco ASA Firewalls including ASA 5585, 5550, 5540 and Cisco Core, distribution and access layer network devices including 7200, 3800, 3600, 2800, series routers, Cisco Catalyst switches including 6513, 6509, 4948, 3750G, 3560G, 3548, 2960G. Tufin, Juniper Pulse PSO 6500.
Operating System	Sourcefire 5.4.X FortiGate FOS-5.x or later, Checkpoint R65, R70, R71, R75. Juniper Screen OS 6.X, NSM 2007, 2010,2011,2012 CentOS, JunOS 11+VS, ASA 7.X, 8.X, Nokia Voyager IPSO 4.x, 6.x, CSM 4.X, ASDMMS Windows 7, Vista, XP, Server 2000, 2003, 2008 Mac OS-X, Linux-Red Hat.
Network Topologies	TCP/IP and OSI Communication Layer, DS3, MPLS, Frame Relay, ATM, LAN and WAN routing protocols, including RIP, EIGRP, OSPF, BGP network service protocols and standards Active Directory LDAP, Radius, TACACS+, DNS, DHCP, NTP, SNMP V3, etc. as well as network redundancy protocols including VRRP, HSRP (Hot Standby Routing Protocol) 802.1q trunking
Security Topologies	Layer 2 (transparent mode) layer 3 (Routed mode), DMZ configurations, Access lists, Application inspection, NAT, reverse path verification, etc. IDS (Intrusion detection system) and IPS alert management, Vulnerability Scan, IPSec Remote/Site to Site VPN connections using strong encryption.
Scripting	PowerShell, JSON, Shell, Python (beginner level)
Additional Skills	Wireshark, Fiddler, VTP, IP, VOIP, ADS, Exchange 2000, IIS, load balancing, and high availability
Methodologies	Sequential, Waterfall, RUP, Agile (XP, Scrum)



MGT

Siva Kallam

Senior Cyber Security Engineer
MGT Technology Solutions

Education

Bachelor of Science in Electronics and Communication Engineering

Master of Science in Computer Engineering

Certifications

LogRhythm Platform Administrator (LRPA)

LogRhythm Security Analyst (LRSA)

EXTRAHOP User Certification

Checkpoint Certified Security Expert (CCSE)

Cisco Certified Network Associate (CCNA)

Palo Alto Networks Certified Network Security Administrator (PCNSA)

Palo Accredited Configuration Engineer (ACE)

MGT TECHNOLOGY

Summary

A certified security engineer with 10+ years of experience in mission-critical Enterprise Data Center environments with extensive exposure to clustered firewalls, Cisco-based Routing and Switching, IPS devices, SIEM, PCI ASV Scans, and proxies. Mr. Kallam is proficient in the design, implementation, management, and troubleshooting of SIEM Solutions, Incident Detection and Response (IDR), Network Detection and Response (NDR), End Point Detection and Response (EDR) as well as Next Generation Palo Alto Firewalls, Check Point Security Gateways, RAPID 7 PCI ASV Scans, Dell SecureWorks IPS, Cisco ASA firewalls and Fortinet. He has been actively responsible for the Managed Detection and Response (MDR) team to effectively prepare, detect, and respond to incidents.

Technical Expertise

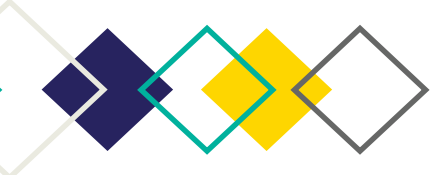
- Perform analysis of log files from a variety of sources (e.g., network traffic, firewall, and intrusion detection system [IDS] logs).
- Perform cyber defense incident triage, including determining scope, urgency, and potential impact, identifying the specific vulnerability, and making recommendations that enable expeditious remediation.
- Perform real-time cyber defense incident handling (e.g., forensic collections, intrusion correlation and tracking, threat analysis, and direct system remediation).
- Work on Enterprise scale Management platforms such as Panorama on Palo Alto, Checkpoint, FortiManager, and Cisco Security Manager CSM for Cisco ASA, FMC.
- Build VPN for B2B Communications and remote access VPN including SSL VPN.
- Configure F5 load balancers to enable load sharing and load balancing among web servers.
- Experience with forward and reverse proxy using Blue Coat appliances in explicit mode.
- Identify and troubleshoot network connectivity issues through the firewall using Command line utilities such as TCPDUMP, and FW Monitor and review with Wireshark.
- Configuring and implementing Routed and Routing protocols including OSPF, EIGRP, and BGP.
- Implementing/maintaining compliance with security and IT standards such as ISO 27001, and SOC2 Type2 as well as PCI with remediation.
- Strong troubleshooting and communication skills with proficiency in grasping new technical concepts quickly and utilizing the same in a productive manner.
- Create HTTP/URL/DNS Regular Expressions to stop low-level attack traffics.

Project Experience

- Multiple SLED Accounts | Senior Information Security Analyst | May 2018- Present
- Spelman College, Atlanta | Network Security Consultant | May 2016 – Dec 2017
- Verizon, North Carolina | Network Security Engineer | Jan 2015 – Apr 2016
- TATA Communications | Network Security Engineer | Jan 2013 – July 2014

Technical Skills

Firewalls/IDS	Palo Alto firewalls including PA 5k, 3K, and 2k appliances and Managed through PANORAMA M100 series. Check Point 15k, 13k, 12k, 5k, 4k appliances running Gaia, FortiGate's 200E, 3700D, 3600C, 1000C, 300C, 500D, 90D, and Cisco ASA 5585X, 5555X, 5540, 5525 Firewalls with FIREPOWER services.
Scanning Vendors	RAPID 7 COALFIRE for ASV Scanning, RAPID 7 INSIGHT VM for internal.
SIEM	Rapid7 InsightIDR, LogRhythm, and Splunk.
Threat Intelligence	Recorded Future, Proofpoint, Dell SecureWorks, Palo Alto, and Cisco Umbrella.
Load Balancers	F5 LTM and GTM products.
Protocols	TAXII, IPSEC, BGP, EIGRP, and OSPF.
Operating Systems	Palo Alto PAN OS 9.x, 8.x, 7.x, 6.x, Panorama 8.x, 7.x. LogRhythm Version 7.2.5,7.2.7, 7.4.4 and 7.4.9. Checkpoint GAIA versions including R80.10, R77.30, R77.20, and R77.10.
Authentication	2FA (2-factor Authentication using RSA), Radius, TACAS, LDAP.
Routers	Cisco ASR/ISR Series 7204/7206VXR/3825/3745
Switches	Cisco Nexus 9k, 7k, 5k, 2k as well as Catalyst 6500, 4500, 3750



MGT

Education

Master of Science in Electrical Engineering

Bachelor of Science in Technology, Electronics, and Communication Engineering

Certifications

Cisco Certified Network Associate (CCNA)

Pursuing - Certified Information Systems Auditor (CISA)

Krishna Murthy Maddali

Senior Security Compliance Engineer

MGT Technology Solutions

Summary

Krishna has more than 8 years of experience in planning, designing, and implementing Information System Audits and Network Security Products. She has a solid understanding of Information Security Policies, standards, industry best practices, and frameworks. (NIST 800-53, ISO 27K, etc.)

Technical Expertise

- PCI DSS, NIST, SOX, GDPR, Base systems assessments, and audits.
- Firewalls, Routers, Web Proxy, Routing, and Switching concepts.
- Governance guidelines and implementing solutions based on them.
- Industry-standard auditing tools (Tufin, Redseal, Splunk, HPNA) and internal auditing tools.
- Developing internal auditing tools with strong scripting knowledge.
- Network security systems administration and firewall administration.
- Large-sized LAN/WAN configuration & Security implementation with Cisco, Juniper equipment, wireless network design/configuration, and cloud security.
- Assessing security and privacy controls on complex networks and technologies.
- Network security, OSI model, and information security architecture.
- Python scripting for automation of regular tasks.
- Problem identification and remediation of dynamic environments.
- Ability to work with multiple-tier teams for remediation activities within tight deadlines.
- Quick learner with the ability to grasp new technologies, both software and hardware.
- Works well under pressure and handles multiple wide-ranging challenges with ease.
- Principles of structuring information and documentation with the ability to quickly grasp complex technical information and clearly document it with a level of detail appropriate for the audience.

MGT TECHNOLOGY

Work Experience

Senior Security Compliance Engineer- Cira Infotech Inc.

August 2022 – Present

- Involved in planning and development of the network and security of the clients having Checkpoint and Pala Alto firewalls.
- Performed penetration tests and vulnerability assessments for the internet facing applications and internal applications of the client.
- Involved in analyzing the security posture of the client's network and performing cyber risk assessments based on NIST 800-53 and NIST CSF standard that ensured business continuity and limit the impact of security breach.
- •Conducted stakeholder's interviews, reviewed policies and procedures and vulnerability analysis to identify security gaps.
- Drafting Security assessment reports to identify security controls that were tested and examined following assessment efforts.
- Conducted Network Security Assessments to tighten the security posture of the client.
- Running customized reports on the client's firewall's policies and performing policy review and optimization using Algosec.

Network Security Engineer – Apple Inc., Sunnyvale, CA

February 2015 – August 2022

- Projects: Compliance automation projects, PCI Audit, Winter BZ Audit, Base Systems Audit, DC VPN Lockdown Project, DR projects.
- Designing and optimizing the Cisco ASA and Juniper, Fortinet firewalls as per the organization standards.
- Validating the policies and access-lists on Firewall, Routers, Switches, software-defined security systems (Denali), host-based firewalls, IP tables (Shield) based on pre-defined templates and industry standards.
- Strengthening and optimizing access rules across the enterprise in the legacy Border Zone firewalls and next generation firewalls.
- The team is mainly responsible for securing the Apple network and making sure that there are no gaps in security.
- Expertise in working on the PCI Compliance Quarterly Audit by examining the network, identifying the vulnerabilities and prevent data from being compromised.
- Identifying cardholder data and the inventory of client's IT assets and business processes for payment card processing and analyze them for vulnerabilities that could expose cardholder data.
- Expertise in working on the Border Zone audit, Base systems Fraud detection systems yearly audit to tighten the security posture in those environments.
- Analyzing the logs of the firewalls for identifying the traffic patterns that are being allowed or dropped by a certain rule.
- Using various networking tools such as Tufin, Redseal, Splunk, HPNA and many other internal CMDB, inventory, IPAM tools/applications to keep an eye on various activities across the network.
- Developing internal compliance auditing tool for Compliance Automation to replace Tufin using python scripts to integrate with internal sources of truth.
- Develop useful automation scripts using python to generate audit reports.
- Conducting penetration tests for different compliance zones and leading the remediation efforts for identifying and closing the exposure

- Working with users of business-related traffic to identify firewall ports, services sources and destinations required and provision them the request as per Apple's organizational standard through the change management system.
- Working experience in driving the remediation efforts with the business users to fix the compliance issues that were reported in the audit.
- Blocking the firewall ports that are not used for the legitimate business case by analyzing both user and server inbound and outbound traffic of the network devices.
- Experience in working as Super-Admin for firewall Policy Optimization using third party tool Tufin and Redseal to identifying misconfigurations and vulneralities across the network.
- Experience in generating the reports, graphs, alerts and visualizations that captures, correlates real time data in a searchable repository using Redseal and HPNA. • Experience in automated DNS, DHCP IP address management (IPAM) tool such as Infoblox Grid., groot.
- Performing daily maintenance of documentation, troubleshooting the issues participating in weekly meetings.

Senior Compliance Engineer – Target Corporation, MN

September 2014 – December 2014

- Designing, and optimizing the Checkpoint and Juniper firewalls as per the organization standards.
- Validate the Policies on Firewall, Routers and Switches based on Pre-defined Templates.
- Configuration and support of Firewalls at Target, especially Cisco ASA, PIX, Checkpoint and Juniper.
- Strengthen and optimize firewall rules across the enterprise in the legacy DMZ firewalls and next generation DMZ firewalls.
- Focus on analyzing each and every firewall rule in the next generation and legacy DMZ Checkpoint firewalls, identifying the excessively permissive rules and expired rules and optimizing the rule set accordingly.
- Day to day work involves creating the daily and weekly reports in Tufin Securetrack and Splunk and analyzing them.
- Analyzing the logs of the firewalls for identifying the traffic patterns that are being allowed or dropped by a certain rule.
- Identifying the business and non-business-related traffic patterns in the logs for the excessively permissive rules using Cisco CSM, Checkpoint Smart-View-Tracker and Splunk logs and writing separate rules for the business-related traffic and blocking all the Non- Business-related traffic.
- Working with users to identify firewall ports, services sources and destinations required and provision them the request as per the client's organizational standard through the change management system.
- Troubleshooting the issues with connectivity within the server zones of the Data center (between application servers, database and web servers).
- Blocking all the firewall ports that are not used for the legitimate business case by analyzing both user and server inbound and outbound traffic of the DMZ firewalls.
- Monitoring the firewall changes to get an up-to-date picture of security posture of the Checkpoint and Juniper Firewalls and maintaining the audit trail of the changes made in the firewall using the Tufin Secure Track.
- Generating audit reports that support compliance with standards such as PCI DSS, SOX, NERC using the Tufin Secure-Track.
- Experience in generating the reports, graphs, alerts and visualizations that captures, correlates real time data in a searchable repository using Splunk.
- Performing daily maintenance, troubleshooting the issues participating in daily meetings



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.

MGT of America Consulting, LLC
Company Name

4320 West Kennedy Blvd., Ste 200
Address

Tampa | **FL** | **33609**
City | State | Zip

Signature of Person Authorized to Sign

Robert Holloway
Printed Name

Sr. Vice President
Title

For clarification of this offer, contact:

Name: **Nikhil Pattak**

Title: **Technical Architect**

Phone: **717-982-5952**

Fax:

E-mail: **npattak@cirainfotech.com**

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

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 2% 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. **Yes**
   ii. Publish an announcement of contract award, contract details and contact information on the Supplier company website within first 90 days. **Yes**
   iii. Design and distribution of co-branded marketing materials within first 90 days of contract award. **Yes**
   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. **Yes**
   v. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.). **Yes**
   vi. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
      i. Axia Cooperative standard logo; **Yes**
      ii. Summary of Products and pricing; **Yes**
      iii. Marketing Materials; **Yes**

iv. Electronic link to Axia Cooperative's website, including the online registration page; **Yes**
v. A dedicated telephone number and email address for Axia Cooperative. **Yes**

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. **Yes**

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: **Nikhil Pattak**
      ii. Title: **Technical Architect**
      iii. Email: **npattak@cirainfotech.com**
      iv. Telephone #: **717-982-5952**
   ii. Sales Leadership efforts of the Master Agreement on a national basis:
      i. Name: **Nikhil Pattak**
      ii. Title: **Technical Architect**
      iii. Email: **npattak@cirainfotech.com**
      iv. Telephone #: **717-982-5952**
   iii. Financial Reporting:
      i. Name: **Jaclyn Klauka**
      ii. Title: **Accounting Manager**
      iii. Email: **arinv@mgtconsulting.com**
      iv. Telephone #: **888.302.0899**

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 (2%) ("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) ___ OA ____ 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) ___ OA ____ 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) ___ OA ____ 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) DR 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.

MGT of America Consulting, LLC
Offeror's Name

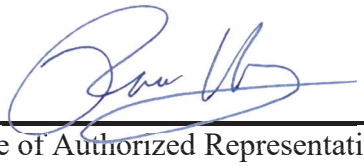
4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609
Address, City, State, and Zip Code

888.302.0899
Phone Number

N/A
Fax

Robert Holloway, Sr. Vice President
Printed Name and Title of Authorized Representative

Proposals@mgtconsulting.com
Email Address



Signature of Authorized Representative

04/10/2024
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.

MGT of America Consulting, LLC
Name of Organization

4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609
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
MGT Impact Holdings, LLC parent company owns 100%	**4320 West Kennedy Blvd., Ste 200, Tampa, FL 33609**

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
Not Applicable	

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
Not Applicable	

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 **MGT of America Consulting, LLC** 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 **MGT of America Consulting, LLC** to notify the **MGT of America Consulting, LLC** 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 **MGT of America Consulting, LLC** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	**Robert Holloway**	Title:	**Sr. Vice President**
Signature:		Date:	**04/10/2024**

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~~ Florida

County of Hillsborough ss:

I, Robert Holloway (name of affiant) residing in Tampa (name of municipality)

in the County of Hillsborough and State of Florida of full age, being duly sworn according to law on my oath depose and say that:

I am Sr. Vice President (title or position) of the firm of MGT of (name of firm)

America Consulting, LLC the bidder making this Proposal for the bid

entitled Cybersecurity Products, Solutions, and Services (title of bid proposal), and that I executed the said proposal with 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 MGT of America Consulting, LLC (name of contracting unit) relies upon the truth of the statements contained in said Proposal 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 None.

Subscribed and sworn to

before me this day

Signature

April 11, 2024

Robert Holloway, Sr. Vice President
(Type or print name of affiant under signature)

Notary public of John J Carrozza

My Commission expires 8-2-2027

(Seal) Notary Public State of Florida John Joseph Carrozza My Commission HH 428717 Expires 8/2/2027

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

MGT of America Consulting, LLC

Name of Organization

4320 West Kennedy Blvd., Ste 200

Street

Tampa, FL 33609

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.

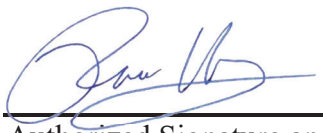
PUBLIC WORK – OVER $50,000 TOTAL PROJECT COST:

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.

04/10/2024
Date



Sr. Vice President
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.

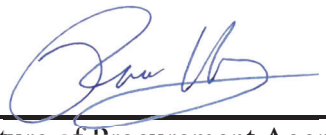
The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or 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).



Robert Holloway

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:	**MGT of America Consulting, LLC**		
Address:	**4320 West Kennedy Blvd., Ste 200**		
City: **Tampa**		State: **FL**	Zip: **33609**

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

Robert Holloway, Sr. Vice President

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
			$
None			

☐ 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

Not Applicable

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

MGT of America Consulting, LLC
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: **MGT Impact Holdings, LLC parent company owns 100%** Home Address: **4320 West Kennedy Blvd., Ste 200** **Tampa, FL 33609**	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 11th day of April, 2024

(Notary Public) John J Carrozza

My Commission expires: 8-2-2027

Notary Public State of Florida
John Joseph Carrozza
My Commission HH 426717
Expires 8/2/2027

(Affiant)

Robert Holloway, Sr. Vice President
(Print name & title of affiant)

(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 #: 240160 **Vendor / Bidder:** MGT of America Consulting, LLC

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;

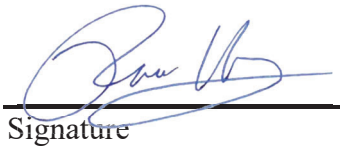
OR

☐ 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.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE
(Optional)

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

Robert Holloway, Sr. Vice President

Printed Name and Title

04/10/2024

Date

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:

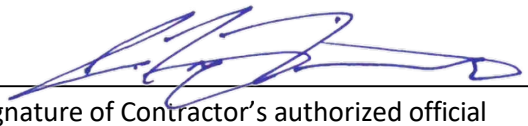
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection 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: **04/10/2024**

A. Trey Traviesa

(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	
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	$ 200.00
Framework Implementation Guidance	$ 200.00
Risk Management Consultation	$ 200.00
Policy and Governance Development	$ 200.00
Incident Response Planning Support Services	$ 200.00
Emerging Technology Advisory Services	$ 200.00
Vendor Selection and Technology Guidance	$ 175.00
The above services are quoted for per employee per hour; The number of employees requirement will be determined based on the actual level of the efforts)	
GRAND TOTAL	$ 1,375.00

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	$ 200.00
Emerging Regulation Advisory Services	$ 250.00
GRAND TOTAL	$ 450.00

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	$ 220.00	20%	$ 176.00
MDR for SaaS Apps	$ 220.00	20%	$ 176.00
MDR for Cloud Infrastructure	$ 220.00	20%	$ 176.00
Network Devices Monitoring	$ 220.00	20%	$ 176.00
Firewalls	$ 220.00	20%	$ 176.00
Data Log Sizes (per day)- Estimated at the rate of 12G Per Day	$ 80.00	25%	$ 60.00
GRAND TOTAL			$ 940.00

Service	Hourly Rate
Security Architecture and Integration Services	$ 175.00
The above services are quoted for per employee per hour; The number of employees requirement will be determined based on the actual level of the efforts)	
GRAND TOTAL	$ 940.00

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.			
	The number of employees requirement will be determined based on the actual level of efforts and the number of assets, objects and demand)			
SOC L1 Analyst		$110	6 (2 per shift /3 shifts)	$660
SOC L2 Analyst		$125	6 (2 per shift/3 shift)	$750
SOC L3 Analyst		$150	3 (1 per shift/3 shifts)	$450
SOC Manager		$165	one	$165
SOC Subject Matter Expert		$175	one	$175
Incident Response Team		$250	one	$250
Compliance Services		$200	one	$200
NOC L1 Analyst		$100	6 (2 per shift /3 shifts)	$600
NOC L2 Analyst (Including Cloud Management Services)		$110	6 (2 per shift/3 shift)	$660
NOC L3 Analyst		$125	3 (1 per shift/3 shifts)	$375
NOC Manager		$150	one	$150
Network Subject Matter Expert		$160	one	$160

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.			

CITY OF TUCSON

5. 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.

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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.			