



COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	<i>Omnia Partners</i>
2. Contractor:	<i>SHI Government Solutions & Authorized SHI Dealer, City Detect Inc</i>
3. Cooperative Agency Agreement Name and Agreement Number:	<i>#R220804 for Total Cloud Solutions and Services</i>
4. Cooperative Agency Initial Agreement Term:	<i>Start Date: October 1, 2022 End Date: September 30, 2025</i>
5. Cooperative Agency's Agreement-Options to extend:	<i>Option to renew for two (2) additional one-year periods through September 30, 2027</i>
6. Cooperative Agency Amended Term:	<i>N/A</i>
7. Cooperative Agency Remaining Options to Renew:	<i>N/A</i>
8. City of Stockton Cooperative Purchase Agreement Term:	<i>Start Date: June 2024 End Date: September 30, 2025</i>
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	<i>Not to Exceed \$ <u>712,800.00</u> for the term of the Agreement. (This amount may include a contingency amount; however, the amount shall be the aggregate amount of spend that is anticipated for the entire initial term of the Agreement.)</i>

AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced #R220804 for Total Cloud Solutions and Services ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card

(credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** This Agreement shall remain in effect from date of the signing of this Agreement through September 30, 2025 (“Term”) unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor, the City has the option to extend the term of this Agreement by written amendment.

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor’s sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor’s performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for *Total Cloud Solutions and Services* available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$712,800.00 for the purchase of *professional services that will deploy advanced camera systems and artificial intelligence (AI) to systematically collect, process and analyze the condition of residential and public properties within the City of Stockton*. Any person signing this Agreement on behalf of City or Contractor warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

SHI GOVERNMENT SOLUTIONS

Harry Black, City Manager

By: _____
Signature

Date: _____

Print name

ATTEST:

Title: _____

Katherine Roland, CMC, CPMC
Interim City Clerk

*[If Contractor is a corporation, signatures must
comply with Corporations Code §313]*

APPROVED AS TO FORM:

By: _____
Signature

Lori Asuncion, City Attorney

Print name

Title: _____

EXHIBIT A
OMNIA PARTNERS CONTRACT #R220804 AND ASSOCIATED DOCUMENTS
(Intentionally left blank see attached documents)



7145 West Tidwell Road ~ Houston, Texas 77092

(713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 22-08

Request for Proposal (“RFP”)

by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 23, 2022. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened. **Due to continuing Covid-19 protocols, Region 4 ESC remains closed to the public. The bid opening will be conducted via Zoom. Join at: <https://esc4.zoom.us/j/86377527918>; or (346) 248-7799; Meeting ID: 863 7752 7918**

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Tuesday, March 22, 2022, at 10:00_am CST

Join Zoom Meeting at <https://esc4.zoom.us/j/86377527918>; or (346) 248-7799; Meeting ID: 863 7752 7918 The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC’s position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: March 9, 2022

I. SCOPE OF WORK

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Region 4 ESC is seeking a provider that has the depth, breadth and quality of resources necessary to complete all phases of the Contract. Awarded Offeror(s) shall deliver products and services under the terms of this agreement. While this solicitation specifically covers Total Cloud Solutions and Services, each awarded Offeror may offer their complete product and service offering, or balance of line. Region 4 ESC reserves the right to accept or reject any or all balance of line items offered.

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 serves a seven-county area comprised of 47 public school districts and 40 open-enrollment charter schools, representing more than 1.2 million students, 105,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

The Contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although the awarded Offeror(s) may restrict sales to certain public units (for example, state agencies or local government units), any proposal that prohibits sales from being made to public school districts may not be considered. Sales without restriction are preferred. These types of contracts are commonly referred to as being “piggybackable.”

NATIONAL CONTRACT

The Region 4 Education Service Center, as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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 OMNIA Partners’ cooperative purchasing program. The Region 4 Education Service Center 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 OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on APPENDIX A, or as otherwise agreed to. APPENDIX A contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor'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. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Contractor and respond to the OMNIA Partners documents (APPENDIX D).

While no minimum volume is guaranteed to the Contractor, the estimated annual volume of Total Cloud Solutions purchased under the Master Agreement through OMNIA Partners is approximately \$100 million. This projection is based on the current annual volumes among Region 4 ESC, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Contractor and OMNIA Partners.

Customer Support

Contractor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff and Participating Agencies. Contractor shall respond to such requests within one (1) working day after receipt of the request.

Contractor Requirements

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, we are requesting Respondents to offer product/services and meet the specified requirements as defined in this RFP.

II. CALENDAR OF EVENTS (ALL DATES ARE TENTATIVE AND SUBJECT TO CHANGE):

<u>Event</u>	<u>Date</u>
Issue RFP	March 9, 2022
Pre-proposal Conference	March 22, 2022
Deadline for receipt of questions via email	March 23, 2022
Issue Addenda (if required)	TBD
Proposal Due Date	April 26, 2022
Approval from Region 4 ESC	June 28, 2022
Contract Effective Date	October 1, 2022

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror. A draft of the Contract is provided as Appendix A.

Contractor: Any provider or seller of goods or services who, as a result of the competitive solicitation process, is awarded a Contract by Region 4 ESC.

Days: calendar days

Offeror: A supplier submitting a proposal in response to a solicitation.

2. Inquiries and Discrepancies: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 23, 2022. All questions and answers will be posted to <https://www.esc4.net/services/purchasing/region-4-omnia-solicitations>. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

The communications prohibition shall terminate when the Contract is recommended by the administration, considered by the Board of Directors at a noticed public meeting, and the Contract has been awarded. In the event the Board of Directors refers the recommendation back to staff for reconsideration, the communications prohibition shall continue. Additionally, during the time period between the award of the Contract by the Board of Directors and the execution of the Contract, Offerors shall not engage in any prohibited communications as described in this section.

Prohibited communications includes direct contact, discussion, or promotion of any Offeror's response with any member of Region 4 ESC's Board of Directors or employees except for communications with Region 4 ESC's designated representative as set forth in this RFP and only in the course of inquiries, briefings, interviews, or presentations. This prohibition is intended to create a level playing field for all potential Offerors, assure that decisions are made in public, and to protect the integrity of the RFP process. Except as provided in the above stated exceptions, the following communications regarding this RFP are prohibited:

- Communications between a potential Offeror, Offeror, their lobbyist or consultant and any member of Region 4 ESC's Board of Directors;
- Communications between any Region 4 ESC Director and any member of a selection or evaluation committee; and
- Communications between any Region 4 ESC Director and administrator or employee.

The communications prohibition shall not apply to the following:

- Communications with Region 4 ESC's purchasing staff specifically named and authorized to conduct and receive such communications under this RFP or upon the request of Region 4 ESC, with Region 4 ESC's legal counsel; and
- Presentations made to the Board of Directors during any duly noticed public meeting.

Nothing contained herein shall prohibit any person or entity from publicly addressing Region 4 ESC's Board of Directors during any duly noticed public meeting, in accordance with applicable Board policies, on a matter other than this RFP or in connection with a presentation requested by Region 4 ESC's representatives.

4. **Current products:** Proposals shall be for new materials and equipment in current production and marketed to the general public, education and government agencies at the time the proposal is submitted.
5. **Proposal Format:** Proposals must contain two (2) bound and signed original copies of the solicitation, and two (2) electronic copies on flash drives shall be provided. Offeror must also submit two (2) electronic proposals free of proprietary information to be posted, if awarded a Contract.

Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine. Please note: due to COVID-19, revised instructions will be addressed during the preproposal conference

Tabs should be used to separate the proposal into sections. The following items identified must be included behind the tabs listed below. Each section should contain both the section of the RFP referenced and the Offeror's response to that section. Offerors failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

6. **Binder Tabs:**

Tab 1 – Draft Contract and Offer and Contract Signature Form (Appendix A)

- a. Terms and Conditions Acceptance Form (Appendix B)

Tab 2 – Products/Pricing

Tab 3 – Performance Capability

- a. OMNIA Partners documents (Appendix D)

Tab 4 – Qualification and Experience

- a. References

Tab 5 – Value Add

Tab 6 – Additional Required Documents (Appendix C)

- a. Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy (Appendix C, Doc #1)
 - b. Antitrust Certification Statement (Tex. Government Code § 2155.005) (Appendix C, Doc #2)
 - c. Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295) (Appendix C, Doc #3)
 - d. Texas Government Code 2270 Verification Form (Appendix C, Doc #4)
 - e. Any additional agreements Offeror will require Participating Agencies to sign
7. Additional Agreements: If an Offeror requires additional agreements, i.e., master service agreement, end user licensing agreement, etc. a copy of the proposed agreement must be included with the proposal. Any additional agreements provided by the Offeror are complimentary to the terms and conditions stated herein or for the use of Participating Public Agencies and shall not replace Appendix A
8. Open Records Policy: Proposals submitted in response to this RFP become a matter of public record subject to release after Contracts are executed. If an Offeror believes its response, or parts of its response, may be exempt from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance of Region 4 ESC's Open Records Policy" (Appendix C, Doc #1). Any unmarked information will be considered public information and released, if requested under the Public Information Act. Price is not confidential and will not be withheld.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror or Contractor. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. After completion of award, these documents will be available for public inspection.

9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
- a) 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 or service to a public servant in connection with this proposal and any subsequent Contract.
- Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
- b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that

would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.

c) Offeror is not currently delinquent in the payment of any franchise taxes.

d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10. Waiver: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.

11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.

12. Mailing of Proposals: All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From _____

Company _____

Address _____

City, State, Zip _____

Solicitation Name and Number _____ Due Date and Time _____

13. Amendment of Proposal: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.

14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case,

Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their withdrawal request has been accepted unless, and until, they receive written acknowledgment and acceptance of their proposal withdrawal.

15. Offer and Acceptance Period: In order to allow for an adequate evaluation, Region 4 ESC requires a proposal in response to this RFP to be valid and irrevocable for one-hundred twenty (120) days after the proposal due date and time.
16. Non-Responsive Proposals: All proposals will be reviewed for responsiveness to the material requirements of the solicitation. A proposal that is not materially responsive shall not be eligible for further consideration for award of the Contract, and the Offeror shall receive notice of the non-award of its proposal.
17. Discussions: Region 4 ESC reserves the right to conduct discussion with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify a proposal and assure full understanding of, and responsiveness to, the RFP requirements.
18. Negotiations: In the event Region 4 ESC decides to conduct negotiations, exclusive or concurrent negotiations may be conducted with Offerors reasonably susceptible for award. During the course of negotiations, no Offeror's proposal, including pricing, shall be revealed to any other Offeror or to any other person who is not involved with the evaluation process. Exclusive or concurrent negotiations shall not constitute a Contract award, nor shall it confer any property rights to the successful Offeror. In the event Region 4 ESC deems negotiations are not progressing, Region 4 ESC may formally terminate these negotiations and may enter into subsequent exclusive or concurrent negotiations with the next most qualified Offeror(s).
19. Best and Final Offer: Region 4 ESC, in its sole discretion, may request Offerors reasonably susceptible for award to submit a Best and Final Offer. Offerors must submit their Best and Final Offers in writing. If an Offeror does not respond to the request for a Best and Final Offer, that Offeror's most recent prior submission will be considered its Best and Final Offer.
20. Specifications: When a solicitation contains a specification that states no substitutions, no deviation from this requirement will be permitted. Offeror must comply with the true intent of the specifications and drawings and not take advantage of any unintentional error or omission. In cases where no type and kind of product is specified, specifications have been developed to indicate minimal standards as to the usage, materials, and contents based on the needs of the members. References to manufacturer's specifications ("Design Guides"), when used by Region 4 ESC, are to be considered informative to give the Offeror information as to the general style, type and kind requested. Responses proposing goods, materials or equipment regularly produced by a reputable manufacturer shall be evaluated by Region 4 ESC which will, in its sole discretion, determine whether such proposed goods, materials or equipment are substantially equivalent to the Design Guides, considering quality, workmanship, economy of operation, and suitability for the purpose intended. Offerors should include all documentation required to evaluate whether or not their proposed goods, materials or equipment are substantially equivalent to the Design Guides.
21. Quality of Materials or Services: Offeror shall state the brand name and number of the materials being provided. If none is indicated, it is understood that the Offeror is proposing the

exact brand name and number specified or mentioned in the solicitation. However, unless specifically stated otherwise, comparable substitutions will be permitted in cases where the material is equal to that specified, considering quality, workmanship, economy of operation and suitability for the purpose intended.

22. Samples: Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.
23. Formation of Contract: A response to this solicitation is an offer to contract with Region 4 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a Contract until it is awarded by Region 4 ESC. A Contract is formed when Region 4 ESC's board signs the Offer and Contract Signature Form. The signed Offer and Contract Signature Form provided with the RFP response eliminates the need for a formal signing process.
24. Multiple Awards: Region 4 ESC reserves the right to award Contract(s) to multiple Offerors. The decision to award multiple Contracts, award only one Contract, or to make no awards rests solely with Region 4 ESC.
25. Non-Exclusive: Any Contract resulting from this solicitation shall be awarded with the understanding and agreement it is for the sole convenience and benefit of Region 4 ESC. Region 4 ESC reserves the right to obtain like goods and services from other sources.
26. Protest Procedure: Any protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm Central Time. No protest shall lie for a claim that the selected Offeror is not a responsible Offeror. Protests shall be filed with Robert Zingelmann, Chief Financial Officer, Finance and Operations Services, and sent to the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092. Protests shall include the following:
 - a) Name, address and telephone number of protester;
 - b) Original signature of protester or its representative;
 - c) Identification of the solicitation by RFP number;
 - d) Detailed statement of legal and factual grounds including copies of relevant documents;
and
 - e) the form of relief requested.

Any protest review and action shall be considered final with no further formalities being considered.

IV. EVALUATION PROCESS AND CRITERIA

1. A committee will review and evaluate all responses and make a recommendation for award of Contract(s). The recommendation for Contract awards will be based on the predetermined criteria factors outlined in this section, where each factor is assigned a point value based on its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (40 Points)
 - b) Performance Capability (30 Points)
 - c) Qualification and Experience (20 Points)
 - d) Value Add (10 Points)

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:
 - a) **Products and Services /Pricing**
 - i. Offerors shall provide pricing based on a discount or discount range from a manufacturer's price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.
 - ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Offeror's Part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).
 - iii. **Public Cloud Service Providers (CSPs)** – For each CSP your company is authorized to resell please:
 - a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.
 - b) Provide proof of your company's authorization to resell
 - For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP

- For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel

c) Copy of (or link) any current CSP Service Level Agreement (SLA)

d) Copy of (or link) for any other relevant terms and conditions that may be required by the CSP

e) CSA STAR Self-Assessment

- All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.

Private Cloud Infrastructure - Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:

a) Specify how its solutions are relevant to private cloud infrastructure

b) Provide proof of your company's authorization to resell

- Proof of authorization to resell may come from either the CIP or an authorized distribution channel

Cloud Application – Describe your capability and approach to:

a) Modernizing and migrating legacy applications to run on Customer clouds

b) Developing and deploying new applications to run on Customer clouds

Managed Cloud Services – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

Services – Describe any additional cloud services

- iv. Is pricing available for all products and services?
- v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members
- vi. .
- vii. Provide pricing for warranties on all products and services.
- viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- ix. Describe how customers verify they are receiving Contract pricing.
- x. Describe payment methods offered.
- xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

- xii. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xiii. Provide any additional information relevant to this section.

Not to Exceed Pricing. Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

b) Performance Capability

- i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong 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 OMNIA Partners.
- ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.
- iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.
- iv. Describe how Offeror responds to emergency orders.
- v. What is Offeror's average Fill Rate?
- vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.
- vii. Describe Offeror's return and restocking policy.
- viii. Describe Offeror's ability to meet service and warranty needs.
- ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.
- x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.
- xi. Describe Offeror's contract implementation/customer transition plan.
- xii. Describe the financial condition of Offeror.
- xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.
- xiv. Describe the Offeror's safety record.
- xv. Provide any additional information relevant to this section.

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.
- vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- viii. Provide a minimum of 5 customer references relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:
 - a) Using a Microsoft Azure Solution
 - b) Using an Amazon Web Solution (AWS) Solution
 - c) Academic/education leveraging a cloud solution
 - d) Using a PaaS solution
 - e) Has purchased an IaaS solution
 - f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace
Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- ix. Provide any additional information relevant to this section.

d) Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.
3. Competitive Range: It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.
 4. Past Performance: An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.
 5. Additional Investigations: Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

APPENDIX A
DRAFT CONTRACT

This Contract ("Contract") is made as of _____, 2022 by and between _____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
- a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

CONTRACT

shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

and standard practices to protect workers, general public and existing structures from injury or damage.

- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name _____

Address _____

City/State/Zip _____

Telephone No. _____

Email Address _____

Printed Name _____

Title _____

Authorized signature _____

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member

Date

Print Name

Region 4 ESC Authorized Board Member

Date

Print Name

Appendix C
ADDITIONAL REQUIRED DOCUMENTS

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

Date

Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company**Contact**

Signature

Printed Name**Address**

Position with Company

**Official
Authorizing
Proposal**

Signature

Printed Name**Phone**

Position with Company**Fax**

Implementation of House Bill 1295**Certificate of Interested Parties (Form 1295)****DO NOT RETURN THIS FORM; MUST FILE APPLICATION (IF APPLICABLE)**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

Electronic Filing Application: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php

Changes to Form 1295: <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, _____, as an authorized representative of

_____, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

Date

APPENDIX D**Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

Exhibit A

Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The **Region 4 Education Service Center** (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Total Cloud Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 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 three percent (3%) 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 OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. 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 Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 the Supplier's primary go to market strategy 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 Principal Procurement Agency and OMNIA Partners 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 Supplier's primary "go to market" strategy for Public Agencies, (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 OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal 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, 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 as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits 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.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of salespersons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there

are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier 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, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this ___ day of _____ 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and _____ (“**Supplier**”).

RECITALS

WHEREAS, the _____ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal 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 A 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 OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal 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 Principal 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. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. 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 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners 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.

NATIONAL PROMOTION

10. OMNIA Partners 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 OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) 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 Principal Procurement Agency and OMNIA Partners. 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 OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**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 Principal 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 OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners 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 OMNIA Partners designated financial institution identified in Exhibit D. 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' 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. OMNIA Partners, or its designee, in OMNIA Partners' 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 OMNIA Partners receives such report. In addition, OMNIA Partners 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 OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

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 OMNIA Partners 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 OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, 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 OMNIA Partners.

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. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

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 OMNIA Partners, 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 Delaware, 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.

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.

[INSERT SUPPLIER ENTITY NAME]

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

Signature

Name

Title

Date

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, 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 Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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(j), 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 or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

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, policies or procedures.

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.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) 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 or GPO Contract, 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:
Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College

OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:
NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC

 Authorized Signature

 Signature

Sarah E. Vavra

 Name

 Name

Sr. Vice President, Public Sector Contracting

 Title and Agency Name

 Title

 Date

 Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("**Principal 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 OMNIA Partners.

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, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Signature

Name

Title

Date

Exhibit F
Federal Funds Certifications

FEDERAL 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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302-6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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 \$250,000, 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? YES _____ 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 as detailed in the terms of the contract.

Does offeror agree? YES _____ 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 to abide by the above? YES _____ 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? YES _____ 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? YES _____ 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? YES _____ 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? YES _____ 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals

becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ 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? YES _____ 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? YES _____ 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? YES _____ 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? YES _____ 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 documents, papers, or other records of offeror that are 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? YES _____ 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? YES _____ 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 Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____ Date: _____

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

Version October 19, 2021

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability.** This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language.** The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback 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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12.”

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required auditservices.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 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.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering 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 subrecipients shall certify and disclose accordingly.

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

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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. 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—
 - 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - 2. Meeting contract performance requirements; or
 - 3. At a reasonable price.
 - ii. 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>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.

Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, 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.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

Exhibit G
New Jersey Business Compliance

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 statutes. 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 OMNIA Partners' 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

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.

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:	

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.

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 _____
(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
 _____.

Subscribed and sworn to

before me this day

 Signature

_____, 2 _____

 (Type or print name of affiant under signature)

 Notary public of

My Commission expires _____

(Seal)

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: _____

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the

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

DOC #3, continued

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

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.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**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.”

DOC #4, continued

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 Executive}

County Clerk

Surrogate

Sheriff

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.**

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 business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

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)	(Affiant)
My Commission expires:	_____
	(Print name & title of affiant)
	(Corporate Seal)

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

EEO/AA Evidence

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9

MCBRIDE-PRINCIPLES
**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**
MACBRIDE PRINCIPALS FORM
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

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

Date

Print Name and Title

Exhibit H Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners 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:

State of Alabama	State of Hawaii	Commonwealth 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	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth 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>.

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 CITIES
 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
 LYNNNDYL, 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:**

ADAIR R.F.P.D., OR
 ADEL WATER IMPROVEMENT DISTRICT, OR
 ADRIAN R.F.P.D., OR
 AGNESS COMMUNITY LIBRARY, OR
 AGNESS-ILLAHE R.F.P.D., OR
 AGRICULTURE EDUCATION SERVICE EXTENSION
 DISTRICT, OR
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,
 OR
 ALFALFA FIRE DISTRICT, OR
 ALSEA R.F.P.D., OR
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,
 OR
 AMITY FIRE DISTRICT, OR
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,
 OR
 APPLEGATE VALLEY R.F.P.D. #9, OR
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,
 OR
 ARCH CAPE SANITARY DISTRICT, OR
 ARNOLD IRRIGATION DISTRICT, OR
 ASH CREEK WATER CONTROL DISTRICT, OR
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR
 AUMSVILLE R.F.P.D., OR
 AURORA R.F.P.D., OR
 AZALEA R.F.P.D., OR
 BADGER IMPROVEMENT DISTRICT, OR
 BAILEY-SPENCER R.F.P.D., OR
 BAKER COUNTY LIBRARY DISTRICT, OR
 BAKER R.F.P.D., OR
 BAKER RIVERTON ROAD DISTRICT, OR
 BAKER VALLEY IRRIGATION DISTRICT, OR
 BAKER VALLEY S.W.C.D., OR
 BAKER VALLEY VECTOR CONTROL DISTRICT, OR
 BANDON CRANBERRY WATER CONTROL DISTRICT,
 OR
 BANDON R.F.P.D., OR

BANKS FIRE DISTRICT, OR
 BANKS FIRE DISTRICT #13, OR
 BAR L RANCH ROAD DISTRICT, OR
 BARLOW WATER IMPROVEMENT DISTRICT, OR
 BASIN AMBULANCE SERVICE DISTRICT, OR
 BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
 BATON ROUGE WATER COMPANY
 BAY AREA HEALTH DISTRICT, OR
 BAYSHORE SPECIAL ROAD DISTRICT, OR
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR
 BEAVER CREEK WATER CONTROL DISTRICT, OR
 BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
 BEAVER SLOUGH DRAINAGE DISTRICT, OR
 BEAVER SPECIAL ROAD DISTRICT, OR
 BEAVER WATER DISTRICT, OR
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
 BEND METRO PARK AND RECREATION DISTRICT
 BENTON S.W.C.D., OR
 BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
 BEVERLY BEACH WATER DISTRICT, OR
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
 BIG BEND IRRIGATION DISTRICT, OR
 BIGGS SERVICE DISTRICT, OR
 BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
 BLACK BUTTE RANCH R.F.P.D., OR
 BLACK MOUNTAIN WATER DISTRICT, OR
 BLODGETT-SUMMIT R.F.P.D., OR
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
 BLUE RIVER PARK & RECREATION DISTRICT, OR
 BLUE RIVER WATER DISTRICT, OR
 BLY R.F.P.D., OR
 BLY VECTOR CONTROL DISTRICT, OR
 BLY WATER AND SANITARY DISTRICT, OR
 BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
 BOARDMAN PARK AND RECREATION DISTRICT
 BOARDMAN R.F.P.D., OR
 BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
 BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
 BONANZA R.F.P.D., OR
 BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
 BORING WATER DISTRICT #24, OR
 BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
 BRIDGE R.F.P.D., OR
 BROOKS COMMUNITY SERVICE DISTRICT, OR
 BROWNSVILLE R.F.P.D., OR
 BUELL-RED PRAIRIE WATER DISTRICT, OR
 BUNKER HILL R.F.P.D. #1, OR
 BUNKER HILL SANITARY DISTRICT, OR
 BURLINGTON WATER DISTRICT, OR
 BURNT RIVER IRRIGATION DISTRICT, OR
 BURNT RIVER S.W.C.D., OR
 CALAPOOIA R.F.P.D., OR
 CAMAS VALLEY R.F.P.D., OR
 CAMELLIA PARK SANITARY DISTRICT, OR
 CAMMANN ROAD DISTRICT, OR
 CAMP SHERMAN ROAD DISTRICT, OR

CANBY AREA TRANSIT, OR
 CANBY R.F.P.D. #62, OR
 CANBY UTILITY BOARD, OR
 CANNON BEACH R.F.P.D., OR
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
 CAPE FERRELO R.F.P.D., OR
 CAPE FOULWEATHER SANITARY DISTRICT, OR
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
 CARMEL BEACH WATER DISTRICT, OR
 CASCADE VIEW ESTATES TRACT 2, OR
 CEDAR CREST SPECIAL ROAD DISTRICT, OR
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR
 CENTRAL CASCADES FIRE AND EMS, OR
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
 CENTRAL LINCOLN P.U.D., OR
 CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
 CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
 CENTRAL OREGON IRRIGATION DISTRICT, OR
 CHAPARRAL WATER CONTROL DISTRICT, OR
 CHARLESTON FIRE DISTRICT, OR
 CHARLESTON SANITARY DISTRICT, OR
 CHARLOTTE ANN WATER DISTRICT, OR
 CHEHALEM PARK & RECREATION DISTRICT, OR
 CHEHALEM PARK AND RECREATION DISTRICT
 CHEMULT R.F.P.D., OR
 CHENOWITH WATER P.U.D., OR
 CHERRIOTS, OR
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
 CHILOQUIN VECTOR CONTROL DISTRICT, OR
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
 CHR DISTRICT IMPROVEMENT COMPANY, OR
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
 CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
 CHRISTMAS VALLEY R.F.P.D., OR
 CITY OF BOGALUSA SCHOOL BOARD, LA
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
 CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
 CLACKAMAS RIVER WATER
 CLACKAMAS RIVER WATER, OR
 CLACKAMAS S.W.C.D., OR
 CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
 CLATSKANIE LIBRARY DISTRICT, OR
 CLATSKANIE P.U.D., OR
 CLATSKANIE PARK & RECREATION DISTRICT, OR
 CLATSKANIE PEOPLE'S UTILITY DISTRICT
 CLATSKANIE R.F.P.D., OR
 CLATSOP CARE CENTER HEALTH DISTRICT, OR
 CLATSOP COUNTY S.W.C.D., OR
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
 CLEAN WATER SERVICES
 CLEAN WATER SERVICES, OR
 CLOVERDALE R.F.P.D., OR
 CLOVERDALE SANITARY DISTRICT, OR
 CLOVERDALE WATER DISTRICT, OR
 COALEDO DRAINAGE DISTRICT, OR
 COBURG FIRE DISTRICT, OR
 COLESTIN RURAL FIRE DISTRICT, OR

COLTON R.F.P.D., OR
 COLTON WATER DISTRICT #11, OR
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 COLUMBIA DRAINAGE VECTOR CONTROL, OR
 COLUMBIA IMPROVEMENT DISTRICT, OR
 COLUMBIA R.F.P.D., OR
 COLUMBIA RIVER FIRE & RESCUE, OR
 COLUMBIA RIVER PUD, OR
 COLUMBIA S.W.C.D., OR
 COLUMBIA S.W.C.D., OR
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AIRPORT DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
 COOS FOREST PROTECTIVE ASSOCIATION
 COOS S.W.C.D., OR
 COQUILLE R.F.P.D., OR
 COQUILLE VALLEY HOSPITAL DISTRICT, OR
 CORBETT WATER DISTRICT, OR
 CORNELIUS R.F.P.D., OR
 CORP RANCH ROAD WATER IMPROVEMENT, OR
 CORVALLIS R.F.P.D., OR
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR
 COUNTRY CLUB WATER DISTRICT, OR
 COUNTRY ESTATES ROAD DISTRICT, OR
 COVE CEMETERY MAINTENANCE DISTRICT, OR
 COVE ORCHARD SEWER SERVICE DISTRICT, OR
 COVE R.F.P.D., OR
 CRESCENT R.F.P.D., OR
 CRESCENT SANITARY DISTRICT, OR
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
 CROOK COUNTY CEMETERY DISTRICT, OR
 CROOK COUNTY FIRE AND RESCUE, OR
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR
 CROOK COUNTY S.W.C.D., OR
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR
 CROOKED RIVER RANCH R.F.P.D., OR
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
 CRYSTAL SPRINGS WATER DISTRICT, OR
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
 CURRY COUNTY S.W.C.D., OR
 CURRY HEALTH DISTRICT, OR
 CURRY PUBLIC LIBRARY DISTRICT, OR
 DALLAS CEMETERY DISTRICT #4, OR
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA
 DAYS CREEK R.F.P.D., OR
 DAYTON FIRE DISTRICT, OR
 DEAN MINARD WATER DISTRICT, OR
 DEE IRRIGATION DISTRICT, OR
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR

DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
 DEPOE BAY R.F.P.D., OR
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
 DESCHUTES COUNTY R.F.P.D. #2, OR
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR
 DESCHUTES S.W.C.D., OR
 DESCHUTES VALLEY WATER DISTRICT, OR
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
 DEXTER R.F.P.D., OR
 DEXTER SANITARY DISTRICT, OR
 DORA-SITKUM R.F.P.D., OR
 DOUGLAS COUNTY FIRE DISTRICT #2, OR
 DOUGLAS S.W.C.D., OR
 DRAKES CROSSING R.F.P.D., OR
 DRRH SPECIAL ROAD DISTRICT #6, OR
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
 DUFUR RECREATION DISTRICT, OR
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR
 DUNDEE R.F.P.D., OR
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
 EAGLE POINT IRRIGATION DISTRICT, OR
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
 EAGLE VALLEY R.F.P.D., OR
 EAGLE VALLEY S.W.C.D., OR
 EAST FORK IRRIGATION DISTRICT, OR
 EAST MULTNOMAH S.W.C.D., OR
 EAST SALEM SERVICE DISTRICT, OR
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
 EAST UMATILLA COUNTY R.F.P.D., OR
 EAST VALLEY WATER DISTRICT, OR
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
 ELGIN HEALTH DISTRICT, OR
 ELGIN R.F.P.D., OR
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
 ELKTON R.F.P.D., OR
 EMERALD P.U.D., OR
 ENTERPRISE IRRIGATION DISTRICT, OR
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
 ESTACADA R.F.P.D. #69, OR
 EUGENE R.F.P.D. # 1, OR
 EUGENE WATER AND ELECTRIC BOARD
 EVANS VALLEY FIRE DISTRICT #6, OR
 FAIR OAKS R.F.P.D., OR
 FAIRVIEW R.F.P.D., OR
 FAIRVIEW WATER DISTRICT, OR
 FALCON HEIGHTS WATER AND SEWER, OR
 FALCON-COVE BEACH WATER DISTRICT, OR
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
 FARGO INTERCHANGE SERVICE DISTRICT, OR
 FARMERS IRRIGATION DISTRICT, OR
 FAT ELK DRAINAGE DISTRICT, OR
 FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
 FOR FAR ROAD DISTRICT, OR
 FOREST GROVE R.F.P.D., OR
 FOREST VIEW SPECIAL ROAD DISTRICT, OR
 FORT ROCK-SILVER LAKE S.W.C.D., OR

FOUR RIVERS VECTOR CONTROL DISTRICT, OR
 FOX CEMETERY MAINTENANCE DISTRICT, OR
 GARDINER R.F.P.D., OR
 GARDINER SANITARY DISTRICT, OR
 GARIBALDI R.F.P.D., OR
 GASTON R.F.P.D., OR
 GATES R.F.P.D., OR
 GEARHART R.F.P.D., OR
 GILLIAM S.W.C.D., OR
 GLENDALE AMBULANCE DISTRICT, OR
 GLENDALE R.F.P.D., OR
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
 GLENEDEN SANITARY DISTRICT, OR
 GLENWOOD WATER DISTRICT, OR
 GLIDE - IDLEYLD SANITARY DISTRICT, OR
 GLIDE R.F.P.D., OR
 GOLD BEACH - WEDDERBURN R.F.P.D., OR
 GOLD HILL IRRIGATION DISTRICT, OR
 GOLDFINCH ROAD DISTRICT, OR
 GOSHEN R.F.P.D., OR
 GOVERNMENT CAMP ROAD DISTRICT, OR
 GOVERNMENT CAMP SANITARY DISTRICT, OR
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR
 GRAND RONDE SANITARY DISTRICT, OR
 GRANT COUNTY TRANSPORTATION DISTRICT, OR
 GRANT S.W.C.D., OR
 GRANTS PASS IRRIGATION DISTRICT, OR
 GREATER BOWEN VALLEY R.F.P.D., OR
 GREATER ST. HELENS PARK & RECREATION
 DISTRICT, OR
 GREATER TOLEDO POOL RECREATION DISTRICT,
 OR
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
 GREEN SANITARY DISTRICT, OR
 GREENACRES R.F.P.D., OR
 GREENBERRY IRRIGATION DISTRICT, OR
 GREENSPRINGS RURAL FIRE DISTRICT, OR
 HAHLEN ROAD SPECIAL DISTRICT, OR
 HAINES CEMETERY MAINTENANCE DISTRICT, OR
 HAINES FIRE PROTECTION DISTRICT, OR
 HALSEY-SHEDD R.F.P.D., OR
 HAMLET R.F.P.D., OR
 HARBOR R.F.P.D., OR
 HARBOR SANITARY DISTRICT, OR
 HARBOR WATER P.U.D., OR
 HARNEY COUNTY HEALTH DISTRICT, OR
 HARNEY S.W.C.D., OR
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
 HARRISBURG FIRE AND RESCUE, OR
 HAUSER R.F.P.D., OR
 HAZELDELL RURAL FIRE DISTRICT, OR
 HEBO JOINT WATER-SANITARY AUTHORITY, OR
 HECETA WATER P.U.D., OR
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
 HELIX PARK & RECREATION DISTRICT, OR
 HELIX R.F.P.D. #7-411, OR
 HEPNER CEMETERY MAINTENANCE DISTRICT, OR
 HEPNER R.F.P.D., OR
 HEPNER WATER CONTROL DISTRICT, OR
 HEREFORD COMMUNITY HALL RECREATION
 DISTRICT, OR
 HERMISTON CEMETERY DISTRICT, OR
 HERMISTON IRRIGATION DISTRICT, OR
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT
 DISTRICT, OR
 HIGH DESERT PARK & RECREATION DISTRICT, OR
 HIGHLAND SUBDIVISION WATER DISTRICT, OR
 HONOLULU INTERNATIONAL AIRPORT

HOOD RIVER COUNTY LIBRARY DISTRICT, OR
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,
 OR
 HOOD RIVER S.W.C.D., OR
 HOOD RIVER VALLEY PARKS & RECREATION
 DISTRICT, OR
 HOODLAND FIRE DISTRICT #74
 HOODLAND FIRE DISTRICT #74, OR
 HORSEFLY IRRIGATION DISTRICT, OR
 HOSKINS-KINGS VALLEY R.F.P.D., OR
 HOUSING AUTHORITY OF PORTLAND
 HUBBARD R.F.P.D., OR
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,
 OR
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 ICE FOUNTAIN WATER DISTRICT, OR
 IDAHO POINT SPECIAL ROAD DISTRICT, OR
 IDANHA-DETROIT RURAL FIRE PROTECTION
 DISTRICT, OR
 ILLINOIS VALLEY FIRE DISTRICT
 ILLINOIS VALLEY R.F.P.D., OR
 ILLINOIS VALLEY S.W.C.D., OR
 IMBLER R.F.P.D., OR
 INTERLACHEN WATER P.U.D., OR
 IONE LIBRARY DISTRICT, OR
 IONE R.F.P.D. #6-604, OR
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
 IRONSIDE RURAL ROAD DISTRICT #5, OR
 IRRIGON PARK & RECREATION DISTRICT, OR
 IRRIGON R.F.P.D., OR
 ISLAND CITY AREA SANITATION DISTRICT, OR
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,
 OR
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
 JACKSON COUNTY FIRE DISTRICT #3, OR
 JACKSON COUNTY FIRE DISTRICT #4, OR
 JACKSON COUNTY FIRE DISTRICT #5, OR
 JACKSON COUNTY LIBRARY DISTRICT, OR
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
 JACKSON S.W.C.D., OR
 JASPER KNOLLS WATER DISTRICT, OR
 JEFFERSON COUNTY EMERGENCY MEDICAL
 SERVICE DISTRICT, OR
 JEFFERSON COUNTY FIRE DISTRICT #1, OR
 JEFFERSON COUNTY LIBRARY DISTRICT, OR
 JEFFERSON COUNTY S.W.C.D., OR
 JEFFERSON PARK & RECREATION DISTRICT, OR
 JEFFERSON R.F.P.D., OR
 JOB'S DRAINAGE DISTRICT, OR
 JOHN DAY WATER DISTRICT, OR
 JOHN DAY-CANYON CITY PARKS & RECREATION
 DISTRICT, OR
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
 JORDAN VALLEY CEMETERY DISTRICT, OR
 JORDAN VALLEY IRRIGATION DISTRICT, OR
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
 JOSEPHINE COUNTY 4-H & EXTENSION SERVICE
 DISTRICT, OR
 JOSEPHINE COUNTY 911 AGENCY, OR
 JUNCTION CITY R.F.P.D., OR
 JUNCTION CITY WATER CONTROL DISTRICT, OR
 JUNIPER BUTTE ROAD DISTRICT, OR
 JUNIPER CANYON WATER CONTROL DISTRICT, OR
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY,
 OR
 JUNIPER FLAT R.F.P.D., OR

JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
 KEATING R.F.P.D., OR
 KEATING S.W.C.D., OR
 KEIZER R.F.P.D., OR
 KELLOGG RURAL FIRE DISTRICT, OR
 KENO IRRIGATION DISTRICT, OR
 KENO PINES ROAD DISTRICT, OR
 KENO R.F.P.D., OR
 KENT WATER DISTRICT, OR
 KERBY WATER DISTRICT, OR
 K-GB-LB WATER DISTRICT, OR
 KILCHIS WATER DISTRICT, OR
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
 KLAMATH COUNTY FIRE DISTRICT #1, OR
 KLAMATH COUNTY FIRE DISTRICT #3, OR
 KLAMATH COUNTY FIRE DISTRICT #4, OR
 KLAMATH COUNTY FIRE DISTRICT #5, OR
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
 KLAMATH DRAINAGE DISTRICT, OR
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
 KLAMATH INTEROPERABILITY RADIO GROUP, OR
 KLAMATH IRRIGATION DISTRICT, OR
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
 KLAMATH S.W.C.D., OR
 KLAMATH VECTOR CONTROL DISTRICT, OR
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
 LA GRANDE R.F.P.D., OR
 LA PINE PARK & RECREATION DISTRICT, OR
 LA PINE R.F.P.D., OR
 LABISH VILLAGE SEWAGE & DRAINAGE, OR
 LACOMB IRRIGATION DISTRICT, OR
 LAFAYETTE AIRPORT COMMISSION, LA
 LAFORCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
 LAIDLAW WATER DISTRICT, OR
 LAKE CHINOOK FIRE & RESCUE, OR
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
 LAKE COUNTY LIBRARY DISTRICT, OR
 LAKE CREEK R.F.P.D. - JACKSON, OR
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR
 LAKE DISTRICT HOSPITAL, OR
 LAKE GROVE R.F.P.D. NO. 57, OR
 LAKE GROVE WATER DISTRICT, OR
 LAKE LABISH WATER CONTROL DISTRICT, OR
 LAKE POINT SPECIAL ROAD DISTRICT, OR
 LAKESIDE R.F.P.D. #4, OR
 LAKESIDE WATER DISTRICT, OR
 LAKEVIEW R.F.P.D., OR
 LAKEVIEW S.W.C.D., OR
 LAMONTAI IMPROVEMENT DISTRICT, OR
 LANE FIRE AUTHORITY, OR
 LANE LIBRARY DISTRICT, OR
 LANE TRANSIT DISTRICT, OR
 LANGELL VALLEY IRRIGATION DISTRICT, OR

LANGLOIS PUBLIC LIBRARY, OR
 LANGLOIS R.F.P.D., OR
 LANGLOIS WATER DISTRICT, OR
 LAZY RIVER SPECIAL ROAD DISTRICT, OR
 LEBANON AQUATIC DISTRICT, OR
 LEBANON R.F.P.D., OR
 LEWIS & CLARK R.F.P.D., OR
 LINCOLN COUNTY LIBRARY DISTRICT, OR
 LINCOLN S.W.C.D., OR
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
 LINN S.W.C.D., OR
 LITTLE MUDDY CREEK WATER CONTROL, OR
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
 LONE PINE IRRIGATION DISTRICT, OR
 LONG PRAIRIE WATER DISTRICT, OR
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
 LOOKINGGLASS RURAL FIRE DISTRICT, OR
 LORANE R.F.P.D., OR
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
 LOUISIANA PUBLIC SERVICE COMMISSION, LA
 LOUISIANA WATER WORKS
 LOWELL R.F.P.D., OR
 LOWER MCKAY CREEK R.F.P.D., OR
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR
 LOWER SILETZ WATER DISTRICT, OR
 LOWER UMPQUA HOSPITAL DISTRICT, OR
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
 LUSTED WATER DISTRICT, OR
 LYONS R.F.P.D., OR
 LYONS-MEHAMA WATER DISTRICT, OR
 MADRAS AQUATIC CENTER DISTRICT, OR
 MAKAI SPECIAL ROAD DISTRICT, OR
 MALHEUR COUNTY S.W.C.D., OR
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
 MALHEUR DRAINAGE DISTRICT, OR
 MALHEUR MEMORIAL HEALTH DISTRICT, OR
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
 MALIN IRRIGATION DISTRICT, OR
 MALIN R.F.P.D., OR
 MAPLETON FIRE DEPARTMENT, OR
 MAPLETON WATER DISTRICT, OR
 MARCOLA WATER DISTRICT, OR
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
 MARION COUNTY FIRE DISTRICT #1, OR
 MARION JACK IMPROVEMENT DISTRICT, OR
 MARION S.W.C.D., OR
 MARY'S RIVER ESTATES ROAD DISTRICT, OR
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
 MCKAY ACRES IMPROVEMENT DISTRICT, OR

MCKAY DAM R.F.P.D. # 7-410, OR
 MCKENZIE FIRE & RESCUE, OR
 MCKENZIE PALISADES WATER SUPPLY
 CORPORATION, OR
 MCMINNVILLE R.F.P.D., OR
 MCNULTY WATER P.U.D., OR
 MEADOWS DRAINAGE DISTRICT, OR
 MEDFORD IRRIGATION DISTRICT, OR
 MEDFORD R.F.P.D. #2, OR
 MEDFORD WATER COMMISSION
 MEDICAL SPRINGS R.F.P.D., OR
 MELHEUR COUNTY JAIL, OR
 MERLIN COMMUNITY PARK DISTRICT, OR
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR
 MERRILL PARK DISTRICT, OR
 MERRILL R.F.P.D., OR
 METRO REGIONAL GOVERNMENT
 METRO REGIONAL PARKS
 METROPOLITAN EXPOSITION RECREATION
 COMMISSION
 METROPOLITAN SERVICE DISTRICT (METRO)
 MID COUNTY CEMETERY MAINTENANCE DISTRICT,
 OR
 MID-COLUMBIA FIRE AND RESCUE, OR
 MIDDLE FORK IRRIGATION DISTRICT, OR
 MIDLAND COMMUNITY PARK, OR
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
 MILES CROSSING SANITARY SEWER DISTRICT, OR
 MILL CITY R.F.P.D. #2-303, OR
 MILL FOUR DRAINAGE DISTRICT, OR
 MILLICOMA RIVER PARK & RECREATION DISTRICT,
 OR
 MILLINGTON R.F.P.D. #5, OR
 MILO VOLUNTEER FIRE DEPARTMENT, OR
 MILTON-FREEWATER AMBULANCE SERVICE AREA
 HEALTH DISTRICT, OR
 MILTON-FREEWATER WATER CONTROL DISTRICT,
 OR
 MIROCO SPECIAL ROAD DISTRICT, OR
 MIST-BIRKENFELD R.F.P.D., OR
 MODOC POINT IRRIGATION DISTRICT, OR
 MODOC POINT SANITARY DISTRICT, OR
 MOHAWK VALLEY R.F.P.D., OR
 MOLALLA AQUATIC DISTRICT, OR
 MOLALLA R.F.P.D. #73, OR
 MONITOR R.F.P.D., OR
 MONROE R.F.P.D., OR
 MONUMENT CEMETERY MAINTENANCE DISTRICT,
 OR
 MONUMENT S.W.C.D., OR
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
 MORO R.F.P.D., OR
 MORROW COUNTY HEALTH DISTRICT, OR
 MORROW COUNTY UNIFIED RECREATION
 DISTRICT, OR
 MORROW S.W.C.D., OR
 MOSIER FIRE DISTRICT, OR
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
 MT. ANGEL R.F.P.D., OR
 MT. HOOD IRRIGATION DISTRICT, OR
 MT. LAKE CEMETERY DISTRICT, OR
 MT. VERNON R.F.P.D., OR
 MULINO WATER DISTRICT #1, OR
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
 MULTNOMAH COUNTY R.F.P.D. #10, OR
 MULTNOMAH COUNTY R.F.P.D. #14, OR
 MULTNOMAH EDUCATION SERVICE DISTRICT
 MYRTLE CREEK R.F.P.D., OR

NEAH-KAH-NIE WATER DISTRICT, OR
 NEDONNA R.F.P.D., OR
 NEHALEM BAY FIRE AND RESCUE, OR
 NEHALEM BAY HEALTH DISTRICT, OR
 NEHALEM BAY WASTEWATER AGENCY, OR
 NESIKA BEACH-OPHIR WATER DISTRICT, OR
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR
 NESKOWIN REGIONAL WATER DISTRICT, OR
 NESTUCCA R.F.P.D., OR
 NETARTS WATER DISTRICT, OR
 NETARTS-OCEANSIDE R.F.P.D., OR
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR
 NEW BRIDGE WATER SUPPLY DISTRICT, OR
 NEW CARLTON FIRE DISTRICT, OR
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
 NEW PINE CREEK R.F.P.D., OR
 NEWBERG R.F.P.D., OR
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
 NEWPORT R.F.P.D., OR
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT
 COMPANY, OR
 NORTH ALBANY R.F.P.D., OR
 NORTH BAY R.F.P.D. #9, OR
 NORTH CLACKAMAS PARKS & RECREATION
 DISTRICT, OR
 NORTH COUNTY RECREATION DISTRICT, OR
 NORTH DOUGLAS COUNTY FIRE & EMS, OR
 NORTH DOUGLAS PARK & RECREATION DISTRICT,
 OR
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
 NORTH GILLIAM COUNTY R.F.P.D., OR
 NORTH LAKE HEALTH DISTRICT, OR
 NORTH LEBANON WATER CONTROL DISTRICT, OR
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
 NORTH LINCOLN HEALTH DISTRICT, OR
 NORTH MORROW VECTOR CONTROL DISTRICT, OR
 NORTH SHERMAN COUNTY R.F.P.D., OR
 NORTH UNIT IRRIGATION DISTRICT, OR
 NORTHEAST OREGON HOUSING AUTHORITY, OR
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT,
 OR
 NORTHERN WASCO COUNTY P.U.D., OR
 NORTHERN WASCO COUNTY PARK & RECREATION
 DISTRICT, OR
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR
 NYSSA RURAL FIRE DISTRICT, OR
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR
 OAK LODGE WATER SERVICES, OR
 OAKLAND R.F.P.D., OR
 OAKVILLE COMMUNITY CENTER, OR
 OCEANSIDE WATER DISTRICT, OR
 OCHOCO IRRIGATION DISTRICT, OR
 OCHOCO WEST WATER AND SANITARY
 AUTHORITY, OR
 ODELL SANITARY DISTRICT, OR
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
 ONTARIO LIBRARY DISTRICT, OR
 ONTARIO R.F.P.D., OR
 OPHIR R.F.P.D., OR
 OREGON COAST COMMUNITY ACTION
 OREGON HOUSING AND COMMUNITY SERVICES
 OREGON INTERNATIONAL PORT OF COOS BAY, OR
 OREGON LEGISLATIVE ADMINISTRATION
 OREGON OUTBACK R.F.P.D., OR
 OREGON POINT, OR
 OREGON TRAIL LIBRARY DISTRICT, OR

OTTER ROCK WATER DISTRICT, OR
 OWW UNIT #2 SANITARY DISTRICT, OR
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
 OWYHEE IRRIGATION DISTRICT, OR
 PACIFIC CITY JOINT WATER-SANITARY
 AUTHORITY, OR
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
 PALATINE HILL WATER DISTRICT, OR
 PALMER CREEK WATER DISTRICT IMPROVEMENT
 COMPANY, OR
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
 PANTHER CREEK ROAD DISTRICT, OR
 PANTHER CREEK WATER DISTRICT, OR
 PARKDALE R.F.P.D., OR
 PARKDALE SANITARY DISTRICT, OR
 PENINSULA DRAINAGE DISTRICT #1, OR
 PENINSULA DRAINAGE DISTRICT #2, OR
 PHILOMATH FIRE AND RESCUE, OR
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT
 #5, OR
 PILOT ROCK PARK & RECREATION DISTRICT, OR
 PILOT ROCK R.F.P.D., OR
 PINE EAGLE HEALTH DISTRICT, OR
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
 PINE GROVE IRRIGATION DISTRICT, OR
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,
 OR
 PINE GROVE WATER DISTRICT-MAUPIN, OR
 PINE VALLEY CEMETERY DISTRICT, OR
 PINE VALLEY R.F.P.D., OR
 PINWOOD COUNTRY ESTATES SPECIAL ROAD
 DISTRICT, OR
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR
 PISTOL RIVER CEMETERY MAINTENANCE
 DISTRICT, OR
 PISTOL RIVER FIRE DISTRICT, OR
 PLEASANT HILL R.F.P.D., OR
 PLEASANT HOME WATER DISTRICT, OR
 POCAHONTAS MINING AND IRRIGATION DISTRICT,
 OR
 POE VALLEY IMPROVEMENT DISTRICT, OR
 POE VALLEY PARK & RECREATION DISTRICT, OR
 POE VALLEY VECTOR CONTROL DISTRICT, OR
 POLK COUNTY FIRE DISTRICT #1, OR
 POLK S.W.C.D., OR
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,
 OR
 PORT OF ALSEA, OR
 PORT OF ARLINGTON, OR
 PORT OF ASTORIA, OR
 PORT OF BANDON, OR
 PORT OF BRANDON, OR
 PORT OF BROOKINGS HARBOR, OR
 PORT OF CASCADE LOCKS, OR
 PORT OF COQUILLE RIVER, OR
 PORT OF GARIBALDI, OR
 PORT OF GOLD BEACH, OR
 PORT OF HOOD RIVER, OR
 PORT OF MORGAN CITY, LA
 PORT OF MORROW, OR
 PORT OF NEHALEM, OR
 PORT OF NEWPORT, OR
 PORT OF PORT ORFORD, OR
 PORT OF PORTLAND, OR
 PORT OF SIUSLAW, OR
 PORT OF ST. HELENS, OR

PORT OF THE DALLES, OR
 PORT OF TILLAMOOK BAY, OR
 PORT OF TOLEDO, OR
 PORT OF UMATILLA, OR
 PORT OF UMPQUA, OR
 PORT ORFORD CEMETERY MAINTENANCE
 DISTRICT, OR
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
 PORT ORFORD R.F.P.D., OR
 PORTLAND DEVELOPMENT COMMISSION, OR
 PORTLAND FIRE AND RESCUE
 PORTLAND HOUSING CENTER, OR
 POWDER R.F.P.D., OR
 POWDER RIVER R.F.P.D., OR
 POWDER VALLEY WATER CONTROL DISTRICT, OR
 POWERS HEALTH DISTRICT, OR
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT
 #1, OR
 PROSPECT R.F.P.D., OR
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,
 OR
 RAINBOW WATER DISTRICT, OR
 RAINIER CEMETERY DISTRICT, OR
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
 RALEIGH WATER DISTRICT, OR
 REDMOND AREA PARK & RECREATION DISTRICT,
 OR
 REDMOND FIRE AND RESCUE, OR
 RIDDLE FIRE PROTECTION DISTRICT, OR
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,
 OR
 RIDGEWOOD ROAD DISTRICT, OR
 RIETH SANITARY DISTRICT, OR
 RIETH WATER DISTRICT, OR
 RIMROCK WEST IMPROVEMENT DISTRICT, OR
 RINK CREEK WATER DISTRICT, OR
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
 RIVER ROAD PARK & RECREATION DISTRICT, OR
 RIVER ROAD WATER DISTRICT, OR
 RIVERBEND RIVERBANK WATER IMPROVEMENT
 DISTRICT, OR
 RIVERDALE R.F.P.D. 11-JT, OR
 RIVERGROVE WATER DISTRICT, OR
 RIVERSIDE MISSION WATER CONTROL DISTRICT,
 OR
 RIVERSIDE R.F.P.D. #7-406, OR
 RIVERSIDE WATER DISTRICT, OR
 ROBERTS CREEK WATER DISTRICT, OR
 ROCK CREEK DISTRICT IMPROVEMENT, OR
 ROCK CREEK WATER DISTRICT, OR
 ROCKWOOD WATER P.U.D., OR
 ROCKY POINT FIRE & EMS, OR
 ROGUE RIVER R.F.P.D., OR
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
 ROGUE VALLEY SEWER SERVICES, OR
 ROGUE VALLEY SEWER, OR
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR
 ROSEBURG URBAN SANITARY AUTHORITY, OR
 ROSEWOOD ESTATES ROAD DISTRICT, OR
 ROW RIVER VALLEY WATER DISTRICT, OR
 RURAL ROAD ASSESSMENT DISTRICT #3, OR
 RURAL ROAD ASSESSMENT DISTRICT #4, 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 AREA MASS TRANSIT DISTRICT, OR
 SALEM MASS TRANSIT DISTRICT
 SALEM SUBURBAN R.F.P.D., OR
 SALISHAN SANITARY DISTRICT, OR
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
 SALMON RIVER PARK WATER IMPROVEMENT
 DISTRICT, OR
 SALMONBERRY TRAIL INTERGOVERNMENTAL
 AGENCY, OR
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR
 SANDY R.F.P.D. #72, OR
 SANTA CLARA R.F.P.D., OR
 SANTA CLARA WATER DISTRICT, OR
 SANTIAM WATER CONTROL DISTRICT, OR
 SAUVIE ISLAND DRAINAGE IMPROVEMENT
 COMPANY, OR
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,
 OR
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,
 OR
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
 SCAPPOOSE R.F.P.D., OR
 SCIO R.F.P.D., OR
 SCOTTSBURG R.F.P.D., OR
 SEAL ROCK R.F.P.D., OR
 SEAL ROCK WATER DISTRICT, OR
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,
 LA
 SHANGRI-LA WATER DISTRICT, OR
 SHASTA VIEW IRRIGATION DISTRICT, OR
 SHELLEY ROAD CREST ACRES WATER DISTRICT,
 OR
 SHERIDAN FIRE DISTRICT, OR
 SHERMAN COUNTY HEALTH DISTRICT, OR
 SHERMAN COUNTY S.W.C.D., OR
 SHORELINE SANITARY DISTRICT, OR
 SILETZ KEYS SANITARY DISTRICT, OR
 SILETZ R.F.P.D., OR
 SILVER FALLS LIBRARY DISTRICT, OR
 SILVER LAKE IRRIGATION DISTRICT, OR
 SILVER LAKE R.F.P.D., OR
 SILVER SANDS SPECIAL ROAD DISTRICT, OR
 SILVERTON R.F.P.D. NO. 2, OR
 SISTERS PARKS & RECREATION DISTRICT, OR
 SISTERS-CAMP SHERMAN R.F.P.D., OR
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR
 SIUSLAW S.W.C.D., OR
 SIUSLAW VALLEY FIRE AND RESCUE, OR
 SIXES R.F.P.D., OR
 SKIPANON WATER CONTROL DISTRICT, OR
 SKYLINE VIEW DISTRICT IMPROVEMENT
 COMPANY, OR
 SLEEPY HOLLOW WATER DISTRICT, OR
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,
 OR
 SOUTH COUNTY HEALTH DISTRICT, OR
 SOUTH FORK WATER BOARD, OR
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
 SOUTH LAFOURCHE LEVEE DISTRICT, LA
 SOUTH LANE COUNTY FIRE & RESCUE, OR

SOUTH SANTIAM RIVER WATER CONTROL
 DISTRICT, OR
 SOUTH SHERMAN FIRE DISTRICT, OR
 SOUTH SUBURBAN SANITARY DISTRICT, OR
 SOUTH WASCO PARK & RECREATION DISTRICT, OR
 SOUTHERN COOS HEALTH DISTRICT, OR
 SOUTHERN CURRY CEMETERY MAINTENANCE
 DISTRICT, OR
 SOUTHVIEW IMPROVEMENT DISTRICT, OR
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,
 OR
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR
 SOUTHWOOD PARK WATER DISTRICT, OR
 SPECIAL ROAD DISTRICT #1, OR
 SPECIAL ROAD DISTRICT #8, OR
 SPRING RIVER SPECIAL ROAD DISTRICT, OR
 SPRINGFIELD UTILITY BOARD, OR
 ST. PAUL R.F.P.D., OR
 STANFIELD CEMETERY DISTRICT #6, OR
 STANFIELD IRRIGATION DISTRICT, OR
 STARR CREEK ROAD DISTRICT, OR
 STARWOOD SANITARY DISTRICT, OR
 STAYTON FIRE DISTRICT, OR
 SUBLIMITY FIRE DISTRICT, OR
 SUBURBAN EAST SALEM WATER DISTRICT, OR
 SUBURBAN LIGHTING DISTRICT, OR
 SUCCOR CREEK DISTRICT IMPROVEMENT
 COMPANY, OR
 SUMMER LAKE IRRIGATION DISTRICT, OR
 SUMMERVILLE CEMETERY MAINTENANCE
 DISTRICT, OR
 SUMNER R.F.P.D., OR
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
 SUNDOWN SANITATION DISTRICT, OR
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
 SUNNYSIDE IRRIGATION DISTRICT, OR
 SUNRISE WATER AUTHORITY, OR
 SUNRIVER SERVICE DISTRICT, OR
 SUNSET EMPIRE PARK & RECREATION DISTRICT,
 OR
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
 SURFLAND ROAD DISTRICT, OR
 SUTHERLIN VALLEY RECREATION DISTRICT, OR
 SUTHERLIN WATER CONTROL DISTRICT, OR
 SWALLEY IRRIGATION DISTRICT, OR
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,
 OR
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR
 SWISSHOME-DEADWOOD R.F.P.D., OR
 TABLE ROCK DISTRICT IMPROVEMENT COMPANY,
 OR
 TALENT IRRIGATION DISTRICT, OR
 TANGENT R.F.P.D., OR
 TENMILE R.F.P.D., OR
 TERREBONNE DOMESTIC WATER DISTRICT, OR
 THE DALLES IRRIGATION DISTRICT, OR
 THOMAS CREEK-WESTSIDE R.F.P.D., OR
 THREE RIVERS RANCH ROAD DISTRICT, OR
 THREE SISTERS IRRIGATION DISTRICT, OR
 TIGARD TUALATIN AQUATIC DISTRICT, OR
 TIGARD WATER DISTRICT, OR
 TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,
 OR
 TILLAMOOK COUNTY EMERGENCY
 COMMUNICATIONS DISTRICT, OR
 TILLAMOOK COUNTY S.W.C.D., OR
 TILLAMOOK COUNTY TRANSPORTATION DISTRICT,
 OR

TILLAMOOK FIRE DISTRICT, OR
 TILLAMOOK P.U.D., OR
 TILLER R.F.P.D., OR
 TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,
 OR
 TOLEDO R.F.P.D., OR
 TONE WATER DISTRICT, OR
 TOOLEY WATER DISTRICT, OR
 TRASK DRAINAGE DISTRICT, OR
 TRI CITY R.F.P.D. #4, OR
 TRI-CITY WATER & SANITARY AUTHORITY, OR
 TRI-COUNTY METROPOLITAN TRANSPORTATION
 DISTRICT OF OREGON
 TRIMET, OR
 TUALATIN HILLS PARK & RECREATION DISTRICT
 TUALATIN HILLS PARK & RECREATION DISTRICT,
 OR
 TUALATIN S.W.C.D., OR
 TUALATIN VALLEY FIRE & RESCUE
 TUALATIN VALLEY FIRE & RESCUE, OR
 TUALATIN VALLEY IRRIGATION DISTRICT, OR
 TUALATIN VALLEY WATER DISTRICT
 TUALATIN VALLEY WATER DISTRICT, OR
 TUMALO IRRIGATION DISTRICT, OR
 TURNER FIRE DISTRICT, OR
 TWIN ROCKS SANITARY DISTRICT, OR
 TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
 TWO RIVERS S.W.C.D., OR
 TWO RIVERS SPECIAL ROAD DISTRICT, OR
 TYGH VALLEY R.F.P.D., OR
 TYGH VALLEY WATER DISTRICT, OR
 UMATILLA COUNTY FIRE DISTRICT #1, OR
 UMATILLA COUNTY S.W.C.D., OR
 UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,
 OR
 UMATILLA HOSPITAL DISTRICT, OR
 UMATILLA R.F.P.D. #7-405, OR
 UMATILLA-MORROW RADIO AND DATA DISTRICT,
 OR
 UMPQUA S.W.C.D., OR
 UNION CEMETERY MAINTENANCE DISTRICT, OR
 UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,
 OR
 UNION COUNTY VECTOR CONTROL DISTRICT, OR
 UNION GAP SANITARY DISTRICT, OR
 UNION GAP WATER DISTRICT, OR
 UNION HEALTH DISTRICT, OR
 UNION R.F.P.D., OR
 UNION S.W.C.D., OR
 UNITY COMMUNITY PARK & RECREATION
 DISTRICT, OR
 UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
 UPPER MCKENZIE R.F.P.D., OR
 UPPER WILLAMETTE S.W.C.D., OR
 VALE OREGON IRRIGATION DISTRICT, OR
 VALE RURAL FIRE PROTECTION DISTRICT, OR
 VALLEY ACRES SPECIAL ROAD DISTRICT, OR
 VALLEY VIEW CEMETERY MAINTENANCE
 DISTRICT, OR
 VALLEY VIEW WATER DISTRICT, OR
 VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
 VERNONIA R.F.P.D., OR
 VINEYARD MOUNTAIN PARK & RECREATION
 DISTRICT, OR
 VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,
 OR
 WALLA WALLA RIVER IRRIGATION DISTRICT, OR
 WALLOWA COUNTY HEALTH CARE DISTRICT, OR

WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
 WALLOWA LAKE IRRIGATION DISTRICT, OR
 WALLOWA LAKE R.F.P.D., OR
 WALLOWA S.W.C.D., OR
 WALLOWA VALLEY IMPROVEMENT DISTRICT #1,
 OR
 WAMIC R.F.P.D., OR
 WAMIC WATER & SANITARY AUTHORITY, OR
 WARMSPRINGS IRRIGATION DISTRICT, OR
 WASCO COUNTY S.W.C.D., OR
 WATER ENVIRONMENT SERVICES, OR
 WATER WONDERLAND IMPROVEMENT DISTRICT,
 OR
 WATERBURY & ALLEN DITCH IMPROVEMENT
 DISTRICT, OR
 WATSECO-BARVIEW WATER DISTRICT, OR
 WAUNA WATER DISTRICT, OR
 WEDDERBURN SANITARY DISTRICT, OR
 WEST EAGLE VALLEY WATER CONTROL DISTRICT,
 OR
 WEST EXTENSION IRRIGATION DISTRICT, OR
 WEST LABISH DRAINAGE & WATER CONTROL
 IMPROVEMENT DISTRICT, OR
 WEST MULTNOMAH S.W.C.D., OR
 WEST SIDE R.F.P.D., OR
 WEST SLOPE WATER DISTRICT, OR
 WEST UMATILLA MOSQUITO CONTROL DISTRICT,
 OR
 WEST VALLEY FIRE DISTRICT, OR
 WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
 WESTERN LANE AMBULANCE DISTRICT, OR
 WESTLAND IRRIGATION DISTRICT, OR
 WESTON ATHENA MEMORIAL HALL PARK &
 RECREATION DISTRICT, OR
 WESTON CEMETERY DISTRICT #2, OR
 WESTPORT FIRE AND RESCUE, OR
 WESTRIDGE WATER SUPPLY CORPORATION, OR
 WESTWOOD HILLS ROAD DISTRICT, OR
 WESTWOOD VILLAGE ROAD DISTRICT, OR
 WHEELER S.W.C.D., OR
 WHITE RIVER HEALTH DISTRICT, OR
 WIARD MEMORIAL PARK DISTRICT, OR
 WICKIUP WATER DISTRICT, OR
 WILLAKENZIE R.F.P.D., OR
 WILLAMALANE PARK & RECREATION DISTRICT, OR
 WILLAMALANE PARK AND RECREATION DISTRICT
 WILLAMETTE HUMANE SOCIETY
 WILLAMETTE RIVER WATER COALITION, OR
 WILLIAMS R.F.P.D., OR
 WILLOW CREEK PARK DISTRICT, OR
 WILLOW DALE WATER DISTRICT, OR
 WILSON RIVER WATER DISTRICT, OR
 WINCHESTER BAY R.F.P.D., OR
 WINCHESTER BAY SANITARY DISTRICT, OR
 WINCHUCK R.F.P.D., OR
 WINSTON-DILLARD R.F.P.D., OR
 WINSTON-DILLARD WATER DISTRICT, OR
 WOLF CREEK R.F.P.D., OR
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,
 OR
 WOODBURN R.F.P.D. NO. 6, OR
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR
 WOODS ROAD DISTRICT, OR
 WRIGHT CREEK ROAD WATER IMPROVEMENT
 DISTRICT, OR
 WY'EAST FIRE DISTRICT, OR
 YACHATS R.F.P.D., OR
 YAMHILL COUNTY TRANSIT AREA, OR

YAMHILL FIRE PROTECTION DISTRICT, OR
 YAMHILL SWCD, OR
 YONCALLA PARK & RECREATION DISTRICT, OR
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
 OR
 ZUMWALT R.F.P.D., OR

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
 SALEM-KEIZER PUBLIC SCHOOLS 24J
 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
 TAMPANOGOS ACADEMY, UT
 TINTIC SCHOOL DISTRICT, UT
 TOOEELE 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 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

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



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 23, 2022, and extended as indicated below:
 - Thursday, April 24, 2022, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 1 is hereby issued as follows:

1. **Deadline for Receipt of Questions via Email:** The submittal deadline for questions for this RFP is hereby changed from Wednesday, April 24, 2022, and extended as indicated below:
 - Thursday, **March 24, 2022**, EOD @ 5:00 pm Central Time

RECEIPT OF ADDENDUM NO.1 ACKNOWLEDGEMENT

ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 3 is hereby issued as follows:

1. **Submittal Deadline:** The submittal deadline for receipt of proposals is hereby changed from Tuesday, April 26, 2022 @ 10:00 AM and extended as indicated below and above:

- Tuesday, May 3, 2022 @ 2:00 PM CENTRAL TIME

Join Zoom Meeting

<https://esc4.zoom.us/j/82876182175> or 13462487799#

Meeting ID: 828 7618 2175

RECEIPT OF ADDENDUM NO. 3 ACKNOWLEDGEMENT ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist



7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 22-08

Request for Proposal (“RFP”)
by

Region 4 Education Service Center (“ESC”)

for

Total Cloud Solutions and Services

SUBMITTAL DEADLINE: Tuesday, May 3, 2022, 2:00 PM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Total Cloud Solutions and Services (“Addendum”). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center (“Region 4 ESC”) requests proposals from qualified suppliers with the intent to enter into a Contract for Total Cloud Solutions and Services. Addendum No. 4 is hereby issued as follows:

- **Exhibit H: New Jersey Compliance:** Exhibit H (DOC # 8) in the OMNIA Partners documents has been replaced in its entirety with the following page to reflect the State of New Jersey compliance guidelines updated link.

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

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.

Name: _____ Title: _____

Signature: _____ Date: _____

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT ATTACHMENT A

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name _____

Contact Person _____

Signature _____

Date _____

Crystal Wallace
Region 4 Education Service Center
Business Operations Specialist

PNI-Arizona Business Gazette

AFFIDAVIT OF PUBLICATION

OMNIA PARTNERS
840 CRESCENT CENTRE DR # 600
FRANKLIN, TN 37067-4687

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
Pub: March 10, 2022

Order # 0005157551 # of Affidavits 1

P.O #

Published Date(s):

03/10/22

STATE OF WISCONSIN } SS.
COUNTY OF BROWN }

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspaper of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper on the dates indicated.



Sworn to before me this

10 TH day of
MARCH 2022



Notary Public

My Commission expires: 9/19/25

VICKY FELTY
Notary Public
State of Wisconsin

PO BOX 271693
SALT LAKE CITY UTAH 84127
FED. TAX I.D.# 87-0128317
801-204-6910



PROOF OF PUBLICATION

CUSTOMER'S COPY

CUSTOMER NAME AND ADDRESS

OMNIA Partners
OMNIA Partners
840 Crescent Centre Dr #600
Franklin, TN 37067

ACCOUNT NUMBER

56342

ACCOUNT NAME

OMNIA Partners

TELEPHONE

615-786-1149

ORDER #

DN0015592

CUSTOMER REFERENCE NUMBER

RFP 22-08

CAPTION

REQUEST FOR PROPOSALS The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08).

TOTAL COST

\$35.48

REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>.

VIRTUAL PRE-PROPOSAL CONFERENCE:

Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:

Tuesday, April 26, 2022, BEFORE
10:00 AM CST
DN0015592

AFFIDAVIT OF PUBLICATION

AS THE DESERET NEWS, INC. LEGAL BOOKER, I CERTIFY THAT THE ATTACHED ADVERTISEMENT OF LEGAL NOTICE FOR OMNIA PARTNERS WAS PUBLISHED BY DESERET NEWS, INC., WEEKLY NEWSPAPER PRINTED IN THE ENGLISH LANGUAGE WITH GENERAL CIRCULATION IN UTAH, AND PUBLISHED IN SALT LAKE CITY, SALT LAKE COUNTY IN THE STATE OF UTAH. NOTICE IS ALSO POSTED ON UTAHLEGAL.COM ON THE SAME DAY AS THE FIRST NEWSPAPER PUBLICATION DATE AND REMAINS ON UTAHLEGAL.COM INDEFINITELY. COMPLIES WITH UTAH DIGITAL SIGNATURE ACT UTAH CODE 46-2-101; 46-3-104.

PUBLISHED ON 03/11/2022

DATE 03/14/2022

STATE OF UTAH
COUNTY OF Salt Lake

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS 14th DAY OF MARCH IN THE YEAR 2022

BY KARYN VIGIL

SIGNATURE



NOTARY PUBLIC SIGNATURE

F4C - This went in the mail 3/10/22

*** Proof of Publication ***

ATTACHMENT A

HELENA INDEPENDENT RECORD
2222 Washington St
Helena, MT 59602
Ph: (406) 447-4000

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>
VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST
PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
March 9, 2022 MNAXLP

OMNIA Partners
Susan Passman
840 Crescent Centre Dr Suite 600
Franklin, TN 37067

ORDER NUMBER 95919

The undersigned, being duly sworn, deposes and says. That she is the principal clerk of The HELENA INDEPENDENT RECORD, a newspaper of general circulation published daily in the City of Helena, in the County of Lewis & Clark, State of Montana, and has charge of the advertisements thereof:

That the Legal

a true copy of which is printed, was published in said newspaper for the same number of insertions provided below.

March 9, 2022

STATE OF MONTANA
County of Lewis & Clark

Subscribed and sworn to me this 14th day of March, 2022

Section: Legal
Category: 0701 Legals Helena
PUBLISHED ON: 03/09/2022

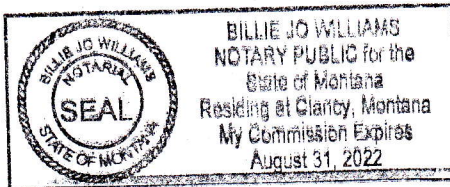
TOTAL AD COST: 59.14

FILED ON: 3/14/2022

Billie Jo Williams

NOTARY PUBLIC for the State of Montana
Printed Name: Billie Jo Williams
Residing at Clancy, Montana 59634
My commission expires August 31, 2022

(Notary Seal)



AFFIDAVIT OF PUBLICATION

IN THE MATTER OF
(RFP No. 22-08) Total Cloud Solutions and Services

}
}
}
}
}
}
}

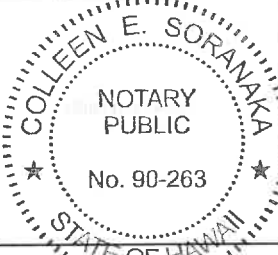
STATE OF HAWAII }
} SS.
City and County of Honolulu }

Doc. Date: MAR 09 2022 # Pages: 1

Notary Name: COLLEEN E. SORANAKA First Judicial Circuit

Doc. Description: Affidavit of
Publication

[Signature] MAR 09 2022
Notary Signature Date



The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
(SA1365370 3/9/22)

Lisa Sakakida being duly sworn, deposes and says that she is a clerk, duly authorized to execute this affidavit of Oahu Publications, Inc. publisher of The Honolulu Star-Advertiser, MidWeek, The Garden Island, West Hawaii Today, and Hawaii Tribune-Herald, that said newspapers are newspapers of general circulation in the State of Hawaii, and that the attached notice is true notice as was published in the

Honolulu Star-Advertiser 1 times on:
03/09/2022

MidWeek 0 times on:

The Garden Island 0 times on:

Hawaii Tribune-Herald 0 times on:

West Hawaii Today 0 times on:

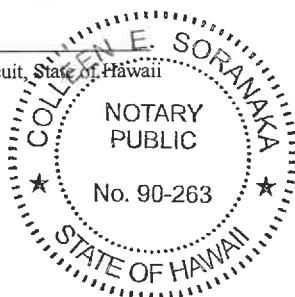
Other Publications: 0 times on:

And that affiant is not a party to or in any way interested in the above entitled matter.

[Signature]
Lisa Sakakida

Subscribed to and sworn before me this 9th day of March A.D. 2022

[Signature]
Colleen E. Soranaka, Notary Public of the First Judicial Circuit, State of Hawaii
My commission expires: Jan 06 2024



Ad # 0001363570

ICSP NO.: _____



AFFIDAVIT OF PUBLICATION

STATE OF TEXAS:

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared, the Newspaper Representative at the HOUSTON CHRONICLE, a daily newspaper published in Harris County, Texas, and generally circulated in the Counties of: HARRIS, TRINITY, WALKER, GRIMES, POLK, SAN JACINTO, WASHINGTON, MONTGOMERY, LIBERTY, AUSTIN, WALLER, CHAMBERS, COLORADO, BRAZORIA, FORT BEND, GALVESTON, WHARTON, JACKSON, and MATAGORDA and that the publication, of which the annexed herein, or attached to, is a true and correct copy, was published to-wit:

OMNIA PARTNERS
RAN A LEGAL NOTICE
SIZE BEING: 2 x15 L

0034186345

Product	Date	Class	Page
HCN Cypress Creek Champions	Mar 9 2022	Bids and Proposals	A 13
HCN Cypress Creek Cypress	Mar 9 2022	Legal Notices	
HCN Tomball Potpourri	Mar 9 2022	Legal Notices	
HCN Cypress Creek Champions	Mar 16 2022	Bids and Proposals	A 15
HCN Cypress Creek Cypress	Mar 16 2022	Legal Notices	
HCN Tomball Potpourri	Mar 16 2022	Legal Notices	

Victoria Bond & Clark
NEWSPAPER REPRESENTATIVE

Sworn and subscribed to before me, this 16th Day of March A.D. 2022



Veronica Tyrone - Stoval
Notary Public in and for the State of Texas

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:

Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:

Tuesday, April 26, 2022, BEFORE 10:00 AM CST

STATE OF MAINE

County of Kennebec
City of AUGUSTA

Being duly sworn, says he/she is Stephanie Hallee *Stephanie Hallee*
Of the Kennebec Journal/Morning Sentinel, daily newspapers in the City of Augusta /
Waterville, State of MAINE:

PUBLIC NOTICE:

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:

Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:

Tuesday, April 26, 2022, BEFORE 10:00 AM CST

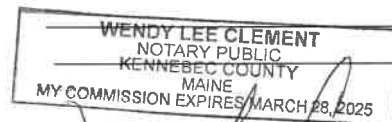
Has been published in the said Kennebec Journal:
03/09/22

Has been published in the said Morning Sentinel:
03/09/22

Subscribed and sworn before me this:
03/10/22

Wendy Lee Clement

My Commission Expires



Wendy Lee Clement

Name OMNI Partners
Caption: **The Region 4 education Service Center**
Ad Number 0335409

-366-5601 • cmnclassified@centralmaine.com

CLASSIFIED

INSIDE
Legal Ads
Garage Sales
Antiques & Auctions

SECTION D

Public Notices

ID provided. Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, April 19, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

**State of Maine
Maine Public
Utilities Commission
RFP# 2022020
Expert Consulting
Services for
Offshore Wind
Cost Evaluation
and Contract
Negotiations**

The State of Maine Public Utilities Commission is seeking proposals for Expert Consulting Services for Offshore Wind Cost Evaluation and Contract Negotiations. A copy of the RFP, as well as the Question

Public Notices

& Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on April 5, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

**State of Maine
Maine Public
Utilities Commission
RFP# 202202019
Financial Consulting
Services for
Utility Cases**

The State of Maine Public Utilities Commission is seeking proposals for expert financial consulting

Public Notices

services to assist the Commission in its evaluation of utility matters over the next four years.

A copy of the RFP as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on April 5, 2022. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services' aforementioned e-mail address by the aforementioned deadline will not be considered for contract award.

Public Notice

**The Region 4
Education Service
Center (ESC),**
Houston, TX is requesting proposals from qualified and experienced firms to

Public Notices

provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:

Tuesday,
March 22, 2022,
11:00 AM CST
**PROPOSAL DUE
DATE:**
Tuesday, April 26, 2022,
BEFORE 10:00 AM CST

Public Notice

**Washington County
Community College**
located in Calais, Maine is soliciting bids to supply and install a Next Generation campus firewall. For additional information and specifications of project visit <https://www.wccc.me.edu/about-wccc/news-info/rfp/>.

**SUBSCRIBE
AND SAVE.**

AFFIDAVIT OF PUBLICATION

ATTACHMENT A

STATE OF NEVADA)
COUNTY OF CLARK) SS:

**OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067**

**Account # 191420
Ad Number 0001183411**

Leslie McCormick, being 1st duly sworn, deposes and says: That she is the Legal Clerk for the Las Vegas Review-Journal and the Las Vegas Sun, daily newspapers regularly issued, published and circulated in the City of Las Vegas, County of Clark, State of Nevada, and that the advertisement, a true copy attached for, was continuously published in said Las Vegas Review-Journal and / or Las Vegas Sun in 1 edition(s) of said newspaper issued from 03/09/2022 to 03/09/2022, on the following days:

03 / 09 / 22

REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST

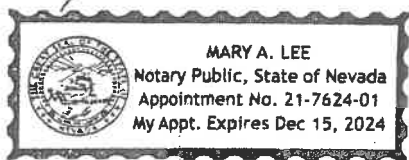
PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST

PUB: March 9, 2022
LV Review-Journal

Leslie McCormick
/s/ _____
LEGAL ADVERTISEMENT REPRESENTATIVE

Subscribed and sworn to before me on this 9th day of March, 2022

Notary *Mary Lee*



LOCALiQ

Observer-Dispatch
Times Telegram | New Jersey Herald
Times Herald-Record

PO Box 631643 Cincinnati, OH 45263-1643

PROOF OF PUBLICATION


Kimberly Busser
OMNIA Partners
840 Crescent Centre DR # 600
Franklin TN 37067-4687

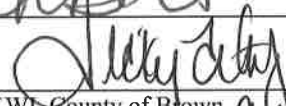
STATE OF NEW JERSEY, COUNTY OF SUSSEX

The New Jersey Herald, a newspaper printed, published and of general circulation in the County of Sussex, State of New Jersey, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/09/2022

and that the fees charged are legal.
Sworn to and subscribed before on 03/09/2022



Legal Clerk


Notary, State of WI, County of Brown
9/29/25

My commission expires
Publication Cost: \$18.03
Order No: 6995589 # of Copies:
Customer No: 721509 1
PO #:

THIS IS NOT AN INVOICE!
Please do not use this form for payment remittance.

VICKY FELTY
Notary Public
State of Wisconsin

NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022,
BEFORE 10:00 AM CST
March 9, 2022 pf\$10.53

AFFIDAVIT OF PUBLICATION



DJCOREGON

11 NE Martin Luther King Jr. Blvd. Suite 201 / Portland, OR 97232-3579
(503) 226-1311

STATE OF OREGON, COUNTY OF MULTNOMAH--ss.

I, **Nick Bjork**, being first duly sworn, depose and say that I am a **Publisher** of the **Daily Journal of Commerce**, a newspaper of general circulation in the counties of CLACKAMAS, MULTNOMAH, and WASHINGTON as defined by ORS 193.010 and 193.020; published at Portland in the aforesaid County and State; that I know from my personal knowledge that the Goods and Services notice described as

Case Number: NOT PROVIDED

TOTAL CLOUD SOLUTIONS AND SERVICES

The Region 4 Education Service Center; Bid Location Houston, TX, Harris County; Due 04/26/2022 at 10:00 AM

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for 1 time(s) in the following issues:

3/9/2022

State of Oregon
County of Multnomah

SIGNED OR ATTESTED BEFORE ME
ON THE **9th** DAY OF **March, 2022**

Nick Bjork

Notary Public-State of Oregon



**THE REGION 4 EDUCATION
SERVICE CENTER
TOTAL CLOUD SOLUTIONS AND
SERVICES**
Proposals due 10:00 am,
April 26, 2022
REQUEST FOR PROPOSALS

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE:

Tuesday, March 22, 2022,
11:00 AM CST
PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE
10:00 AM CST
Published Mar. 9, 2022. 12096816

Kimberly Busser
Omnia Partners
840 Crescent Centre Dr Ste 600
Franklin, TN 37067-4687

Order No.: 12096816
Client Reference No:

Richmond Times-Dispatch

Advertising Affidavit

ATTACHMENT A

Account Number

6067881

300 E. Franklin Street
Richmond, Virginia 23219
(804) 649-6208

Date

March 14, 2022

OMNIA PARTNERS
840 CRESCENT CENTRE DRIVE
SUITE 600
FRANKLIN, TN 37067

Date	Category	Description	Ad Size	Total Cost
03/18/2022	Propos-Sld Bids-RFP	The Region 4 Education Service Center (ESC), Houston, TX is	2 x 0 L	115.20

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-06)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE: Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE: Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Publisher of the Richmond Times-Dispatch

This is to certify that the attached The Region 4 Education Se was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

03/09/2022

The First insertion being given ... 03/09/2022

Newspaper reference: 0001313395

Sworn to and subscribed before me this **Monday, March 14, 2022**


Notary Public


Billing Representative

State of Virginia
County of Hanover
My Commission expires _____

Kimberly Kay Harris
NOTARY PUBLIC
Commonwealth of Virginia
Reg. No. 356753
Commission Exp. Jan. 31, 2025

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

SAN BERNARDINO COUNTY SUN

This space for filing stamp only

473 E CARNEGIE DR #200, SAN BERNARDINO, CA 92408
Telephone (909) 889-9666 / Fax (909) 884-2536

KIM BUSSER
OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN - 37067

SB #: 3562330

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08). In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>
VIRTUAL PRE-PROPOSAL CONFERENCE:
Tuesday, March 22, 2022, 11:00 AM CST
PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM CST
3/9, 3/16/22

SBS-3562330#

PROOF OF PUBLICATION

(2015.5 C.C.P.)

State of California)
County of SAN BERNARDINO) ss

Notice Type: RFP - REQUEST FOR PROPOSALS

Ad Description:
RFP No. 22-08

I am a citizen of the United States and a resident of the State of California; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer and publisher of the SAN BERNARDINO COUNTY SUN, a newspaper published in the English language in the city of SAN BERNARDINO, county of SAN BERNARDINO, and adjudged a newspaper of general circulation as defined by the laws of the State of California by the Superior Court of the County of SAN BERNARDINO, State of California, under date 06/27/1952, Case No. 73081. That the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit:

03/09/2022, 03/16/2022

Executed on: 03/16/2022
At Riverside, California

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Signature



Email * A 0 0 0 0 0 5 9 6 8 5 9 9 *

STATE OF WASHINGTON -- KING COUNTY

--SS.

403649

No.

OMNIA PARTNERS

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

BCSB:TOTAL CLOUD SOLUTION

was published on

03/09/22

The amount of the fee charged for the foregoing publication is the sum of \$79.50.



[Signature]

Subscribed and sworn to before me on

03/09/2022

[Signature]

Notary public for the State of Washington, residing in Seattle

Affidavit of Publication

State of Washington, King County

**Region 4
Education
Service Center,
Houston, TX
Total Cloud Solutions
and Services
Proposals Due: April 26**

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

VIRTUAL PRE-PROPOSAL CONFERENCE: Tuesday, March 22, 2022, 11:00 AM CST

PROPOSAL DUE DATE: Tuesday, April 26, 2022, BEFORE 10:00 AM CST

Date of publication in the Seattle Daily Journal of Commerce, March 9, 2022.

3/9(403649)

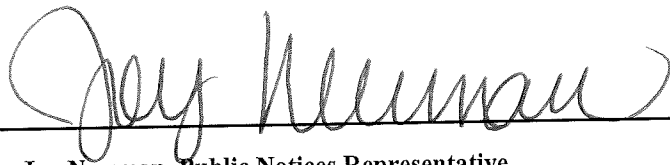
CAPITAL CITY PRESS

Publisher of
THE ADVOCATE

PROOF OF PUBLICATION

The hereto attached notice was published in
THE ADVOCATE, a daily newspaper of
general circulation published in Baton Rouge,
Louisiana, and the Official Journal of the
State of Louisiana, City of Baton Rouge, and
Parish of East Baton Rouge or published daily in
THE TIMES-PICAYUNE/
THE NEW ORLEANS ADVOCATE, in
New Orleans Louisiana, or published daily in
THE ACADIANA ADVOCATE in

03/09/22



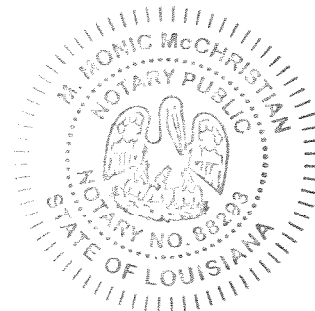
Joy Newman, Public Notices Representative

Sworn and subscribed before me by the person
whose signature appears above

3/9/22



M. Monic McChristian,
Notary Public ID# 88293
State of Louisiana
My Commission Expires: Indefinite



OMNIA PARTNERS

62621

840 Crescent Centre Dr # 600
Franklin, TN 37067

PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**.

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omnipartners.com/publicsector/solicitations>

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Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022,
BEFORE 10:00 AM CST

62621-mar 9-1t

Certificate of the Publisher

The Herald-News

Description: RFP 22-08 REGION 4 EDUCAT
1964543
RFP 22-08

OMNIA PARTNERS
#600
840 CRESCENT CENTRE DR
FRANKLIN TN 37067

Shaw Media certifies that it is the publisher of The Herald-News. The Herald-News is a secular newspaper, has been continuously published daily for more than fifty (50) weeks prior to the first publication of the attached notice, is published in the City of Joliet, County of Will, State of Illinois, is of general circulation throughout that county and surrounding area, and is a newspaper as defined by 715 ILCS 5/5.

A notice, a true copy of which is attached, was published 1 time(s) in The Herald-News, namely one time per week for one successive week(s). Publication of the notice was made in the newspaper, dated and published on
03/09/2022

This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

In witness, Shaw Media has signed this certificate by J. Tom Shaw, its publisher, at Joliet, Illinois, on
9th day of March, A.D. 2022

Shaw Media By:



J. Tom Shaw, Publisher

Account Number 10174037

Amount \$65.96

PUBLIC NOTICE

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

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Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022,
BEFORE 10:00 AM CST

(Published in Herald-News
March 9, 2022)1964543



Beaufort Gazette
Belleville News-Democrat
Bellingham Herald
Bradenton Herald
Centre Daily Times
Charlotte Observer
Columbus Ledger-Enquirer
Fresno Bee

The Herald - Rock Hill
Herald Sun - Durham
Idaho Statesman
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Kansas City Star
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Modesto Bee
Raleigh News & Observer
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Sacramento Bee
Fort Worth Star-Telegram
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Wichita Eagle

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
89253	227377	Print Legal Ad - IPL0063171		\$137.40	1	19 L

Attention: Jim Cary

OMNIA Partners
840 Crescent Centre Dr. Suite 600
Suite 600
Franklin, TN 37067

**Region 4 Education Service Center
(ESC), Houston, TX**

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide Total Cloud Solutions and Services (RFP No. 22-08).

In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

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Tuesday, March 22, 2022,
11:00 AM CST

PROPOSAL DUE DATE:
Tuesday, April 26, 2022, BEFORE 10:00 AM
CST
IPL0063171
Mar 9 2022

State of South Carolina

County of Richland

I, Tara Pennington, makes oath that the advertisement, was published in The State, a newspaper published in the City of Columbia, State and County aforesaid, in the issue(s) of

No. of Insertions: 1

Beginning Issue of: 03/09/2022

Ending Issue of: 03/09/2022

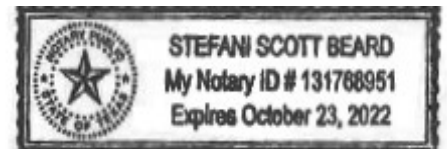
Tara Pennington

Tara Pennington

Sworn to and subscribed before me this 9th day of March in the year of 2022

Stefani Beard

Notary Public in and for the state of Texas, residing in Dallas County



Errors - the liability of the publisher on account of errors in or omissions from any advertisement will in no way exceed the amount of the charge for the space occupied by the item in error, and then only for the first incorrect insertion.

Extra charge for lost or duplicate affidavits.
Legal document please do not destroy!

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timesunion.com

Albany Times Union

News Plaza

Box 15000

Albany, New York 12212

OMNIA PARTNERS
840 CRESCENT CENTRE DR #600
FRANKLIN, TN 37067

Account Number: 600131948
Order Number: 0004198590
Order Invoice Text: RFP No. 22-08 Total

D LaCoppola / T Duquette / C Finnegan / A Tunstall of the city of Albany, being duly sworn, says that he/she is principal Clerk of THE TIMES UNION, a daily newspaper printed in the county of Albany, Town of Colonie, and Published in the County of Albany, Town of Colonie and the city of Albany, aforesaid and that notice of which a printed copy is annexed has been regularly published in the said ALBANY TIMES UNION on the following dates

03-09-2022



03/09/2022

SUSAN QUINE
NOTARY PUBLIC-STATE OF NEW YORK
No. 01QU6396414
Qualified in Rensselaer County
My Commission Expires 08-19-2023

Denise R. LaCoppola

Sworn to before me, this 9 day of Mar 2022



Notary Public
Albany County

The Region 4 Education Service Center (ESC), Houston, TX is requesting proposals from qualified and experienced firms to provide **Total Cloud Solutions and Services (RFP No. 22-08)**. In order to be considered, the Offeror must complete and submit a proposal to Region 4 ESC in accordance with the solicitation documentation available at www.esc4.net or <https://www.omniapartners.com/publicsector/solicitations>

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TU11 4198590



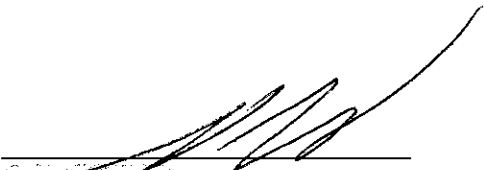
March 18, 2022

To Whom It May Concern:

I am a duly authorized representative of MCA Russell Johns Associates LLC, company handling the advertising matters for USA Today, a daily newspaper distributed within the United States.


The Region 4 Education Service Center (RFP No. 22-08) public notice was published within said newspaper in the Public Notice Section of the on the following dates:

3/9/2022



Anthony Pacini

On this the 18th day of March, I attest that the attached documents are true, exact, complete, and unaltered tearsheets.



Camika Winter
State of Florida
County of Pinellas

CAMIKA C. WINTER
Notary Public, State of Florida
My Comm. Expires Apr. 16, 2022
No. GG 208003

Russell Johns Associates 17110 Gunn Hwy, Odessa Florida 33556



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Current Solicitations

SUPPLIER INFORMATION

Review the OMNIA Partners contracting process here:

LEAD AGENCY PROCESS

-  Total Cloud Solutions and Services

 **Lead Agency:**
Region 4 Education Service Center ("ESC")
Response Due: Tuesday, April 26, 2022, 10:00 AM CENTRAL TIME

[Request Solicitation](#)



Total Cloud Solutions and Services
Executive Summary

Lead Agency: Region 4 ESC

Solicitation: 22-08

RFP Issued: March 9, 2022

Pre-Proposal Date: March 22, 2022

Response Due Date: January 19, 2021

Proposals Received: 9



Contract # R220804

The Board of Directors of Region 4 Education Service Center (ESC) issued RFP 22-08 on March 9, 2022, to establish a national cooperative contract for Total Cloud Solutions and Services.

The solicitation included cooperative purchasing language in Section I. Scope of Work:

NATIONAL CONTRACT

Region 4 ESC, as the Principal Procurement Agency, defined in Appendix D, has partnered with OMNIA Partners to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) 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 OMNIA Partners’ cooperative purchasing program. The Region 4 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 OMNIA Partners (a “Participating Public Agency”). Appendix D contains additional information about OMNIA Partners and the cooperative purchasing agreement.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 ESC website
- OMNIA Partners, Public Sector website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star-Advertiser, HI
- The Advocate – New Orleans, LA
- New Jersey Herald, IL
- Times Union, NY
- Daily Journal of Commerce, OR, 2020
- The State, SC
- Houston Community Newspapers, Cy Creek Mirror, TX
- Deseret News, UT
- Richmond Times, VA
- Seattle Daily Journal of Commerce, WA
- Helena Independent Record, MT
- Las Vegas Review Journal, NV
- The Herald-News, IL

On May 3, 2022, proposals were received from the following offerors:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee determined that Ingram SHI Government Solutions demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to members.

Region 4 ESC executed agreements with a contract effective date of October 1, 2022.

Contract Highlights:

Full catalog of cloud products, selling cloud-based products for more than 400 vendors. Supports Amazon Web Services (AWS), Google Chrome Platform (GCP) and Azure.

Contract includes:

- Public Cloud Service Providers
- Private Cloud Infrastructure
- Cloud Application
- Managed Cloud Services

Term:

Initial three-year agreement from October 1, 2022 through September 30, 2025 with the option to renew for two (2) additional one-year periods through September 30, 2027

Pricing/Discount:

Discount from current MSRP

OMNIA Partners, Public Sector Web Landing Page:



To: Board of Directors
 From: Robert Zingelmann
 Date: June 28, 2022
 Subject: Recommendation of Contract Award

Region 4 ESC held a RFP opening on May 3, 2022 for RFP # 22-08 for Total Cloud Solutions and Services. There were (9) proposals submitted:

- CDW Government LLC
- Crayon Software Experts LLC
- DLT Solutions, LLC
- DLZP Group LLC
- Ingram Micro Public Sector LLC
- Mythics Emergent Group, Inc.
- Presidio Networked Solutions LLC
- SHI Government Solutions
- Strategic Communications LLC

After careful review of all proposals, the Evaluation Team has determined that (4) companies demonstrated the ability to provide the products and services outlined in the solicitation while offering competitive pricing to the members.

CONSIDERATION

Award of annual contract in compliance with the bid laws of the State of Texas is recommended.

RECOMMENDATION

The Evaluation Team recommends the following companies for award based on their response:

Contract	Vendor	Term of Contract
Total Cloud Solutions and Services	CDW Government LLC Ingram Micro Public Sector LLC Mythics Emergent Group, Inc. SHI Government Solutions	(3) years with option of (2) one-year renewals

Support documentation has been attached for your reference.

Enclosure: Bid Tab Summary



Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	CDW Government LLC	Crayon Software Experts LLC	DLT Solutions, LLC	DLZP Group LLC
Products/Pricing	40	38	31	32	32
Performance Capability	30	28	23	23	22
Qualification & Experience	20	19	15	15	15
Value Add	10	10	5	6	5
Total	100	95	74	76	74

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC

Ingram Micro Public Sector LLC

Mythics Emergent Group, Inc.

SHI Government Solutions



Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	Ingram Micro Public Sector LLC	Mythics Emergent Group, Inc.	Presidio Networked Solutions LLC	SHI Government Solutions
Products/Pricing	40	36	37	30	35
Performance Capability	30	25	25	24	26
Qualification & Experience	20	16	18	17	16
Value Add	10	7	7	5	6
Total	100	84	87	76	83

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC

Ingram Micro Public Sector LLC

Mythics Emergent Group, Inc.

SHI Government Solutions



Bid Tab Summary

RFP # 22-08 Total Cloud Solutions and Services

Description	Total Weighted Value	<i>Strategic Communications LLC</i>
Products/Pricing	40	33
Performance Capability	30	22
Qualification & Experience	20	14
Value Add	10	6
Total	100	75

It is recommended that the following contract award be made:

Contract

Total Cloud Solutions and Services

Award

CDW Government LLC

Ingram Micro Public Sector LLC

Mythics Emergent Group, Inc.

SHI Government Solutions



SHI Response to Region 4 Education Service Center

Total Cloud Solutions
and Services RFP# 22-08

May 03, 2022

May 03, 2022

Crystal Wallace
7145 West Tidwell Road
Houston, Texas 77092

Dear Crystal Wallace:

Thank you for the opportunity to participate in Region 4 Education Service Center's request for proposal for Total Cloud Solutions and Services RFP# 22-08. SHI Government Solutions (SHI) was incorporated in Texas in 1999 and is certified as an AS/F HUB with Texas Comptroller of Public Accounts' VID# 1223695478500. The intent of our proposal is to illustrate why we are best qualified to meet the needs of Region 4 ESC, providing evidence of our ability to deliver the highest quality solutions at the lowest possible cost.

We pride ourselves on our long-standing relationship with Region 4 Education Service Center (ESC), our technical expertise and dedicated staff. With steady and consistent growth over the past two decades, including more than \$380M of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT Solutions vendor to customers throughout Texas.

We believe our growth stems from several key factors:

- Our commitment to the Public Sector, with 11 dedicated Education sales representatives and 14 Government sales representatives with geographically aligned territories throughout Texas.
- Our ability to help our customers streamline and improve the management of their technology procurement, deployment, and recovery.
- Our extensive catalog and the ease with which we can expand our offerings to include new and emerging technology or partners that have a traditional direct to customer sales model.
- Our commitment to putting our customers' needs first, with a specific focus on cost savings for every eligible contract user and every purchase.

We are confident that we are uniquely positioned to help Region 4 ESC continue to focus on meeting their IT needs. Should you have any questions regarding our response, please contact Amelia Jakubczyk at Amelia_Jakubczyk@shi.com or 303-882-8012.

Thank you for your consideration, and we look forward to working with Region 4 ESC on this contract!

Respectfully,



Dan Calabrese on behalf of
Stacie Becker, Proposal Manager

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EXECUTIVE SUMMARY

SHI is pleased to submit our response to the proposal for Total Cloud Solutions and Services, and we are eager for the opportunity to expand our longstanding partnership with Region 4 ESC. Not only do our capabilities align ideally with Region 4 ESC's objectives but our values align as well: like Region 4 ESC, we pledge to deliver "collaboration, excellence, innovation, integrity, reliability, and service mindset" in all areas of our organization, and to support Region 4 ESC in its vision of partnering to achieve educational excellence for all children through innovative service. SHI is registered to do business in the State of Texas, and as our proposal demonstrates, we have successfully enabled multiple customers on their cloud journeys across the United States.

As such, we understand your need to migrate business applications to the cloud and have the resources to partner successfully with you to do so. IT is the lifeline of Region 4 ESC's operations, and we will ensure that Region 4 ESC is proactive in securing its information on every level. Simply put, we are confident that we are the ideal partner to facilitate the procurement, management, training, and protection of products, services, and information that powers Region 4 ESC's strategy – and we articulate our qualifications in the attached proposal.

We recognize that our role as Region 4 ESC's partner is to support your organization's goals – improve student performance, provide efficient fiscal management and effective stewardship, build collaborative relationships and partnerships, promote a supportive and productive work environment – while meeting state and federal mandates and ultimately serving both student and faculty end-users. We will accomplish this by providing expert best practices to keep your IT resources safe, secure, and operational, 24 hours a day, 365 days a year. And we are committed to providing the most advantageous pricing models and the most exceptional values to help you achieve your goals.

Our Advanced Solutions Group (ASG) practice combines technical consulting, solution architecture, project management, and professional support expertise to deliver both business and IT benefits attained through public, private, and hybrid cloud technologies. Our ASG team is staffed with senior-level consultants focused on imperatives for improving business innovation and competitive advantage via IT transformation.

Because we maintain Premier Consulting Partner status with our partner Cloud Service Providers (CSPs), we have been able to facilitate over \$1 billion of cloud-based services and technology acquisition for our customers. And, because our support teams are vendor-neutral, they are able to use their breadth of experience to help tailor solutions that will be optimal for your specific ecosystem. We engage proactively in the strategy and design phases of a project and assist with strategic planning, assessments, white boarding, proof of concepts, and more.

Our Basic support package is the foundation of our Cloud service offering, and purchasing your Amazon Web Service (AWS) infrastructure through SHI has many benefits, including:

- Access to our SHI One Cloud Management Platform for supported services
- Net payment terms provided (upon credit approval) through SHI so you're not running your entire business on a credit card (or keep it on a credit card through SHI)
- Access to AWS Partner funding programs
- Pricing agreements and volume discounts

- Cloud adoption support including access to self-service support, webinars, events and references to industry general best practice reference architectures
- Simplified billing, including monthly invoicing with custom bill splitting and chargeback processing
- Access to a wide array of fee-based public cloud professional and managed services
- Flexible support options (direct support from AWS or direct support from SHI available at upper tiers)
- Flexible deployment options, such as VMC (VMware Cloud) on AWS, which would allow Region 4 ESC to leverage its existing VMware investment, knowledge, and expertise.

We have thrived in our collaboration with OMNIA Partners and take pride in our ability to administer the agreement to the maximum benefit of the contract users.

We are poised to expand our relationship with Region 4 ESC on our future, long-term vision, and we are confident our implementation will be seamless. Once we determine the best solution for Region 4 ESC, SHI Architects will facilitate implementation using best practices. Throughout the project, our Architects will share knowledge and documentation with Region 4 ESC so that, at the time of handover, Region 4 ESC users will know how to run their new environment efficiently and effectively. We also offer a wide range of customized managed services to monitor or manage your environment that are appropriate to your needs.

SHI's Project Management Services provide experienced Project Managers (PMs) to successfully execute and manage your technology initiatives, regardless of scope or complexity. Our PMs cover all aspects of formal Project Management Institute Methodology and Principles – from “initiating” through “closing” – and our services are tailored to your unique needs.

Additionally, we recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center. We provide more explicit detail on the benefits and opportunities regarding the CIC within this proposal.

SHI has demonstrated our dedication and successes in our longstanding collaboration with Region 4 ESC. Our proposal clearly articulates our methodologies, strategies, service and support management, and pricing information, in addition to case studies of similar scope and other requested elements. Please know that we are eager to sustain our strong partnership with you.

As the largest privately-owned, MBE/WBE organization in the country, we are proud of our spirit of community and partnership and in our ability to facilitate IT solutions, services, and hardware and software products for our national and global clients. Loyalty, trustworthiness, and reliability are paramount qualities of SHI, and we offer those qualities with eagerness to help Region 4 ESC work more efficiently and effectively. We appreciate your consideration and welcome any questions or conversations we can address based on this proposal.

TAB 1 – DRAFT CONTRACT AND OFFER AND CONTRACT FORM

Please see the following pages for the completed required forms.

APPENDIX A - DRAFT CONTRACT AND OFFER

APPENDIX A

DRAFT CONTRACT

This Contract ("Contract") is made as of May 3, 2022 by and between SHI
Government Solutions ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

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- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

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shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

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- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SHI Government Solutions
Address 3828 Pecana Trail
City/State/Zip Austin, TX 78749
Telephone No. (800) 870-6079
Email Address Stacie_Becker@SHI.com
Printed Name Stacie Becker
Title Proposal Manager
Authorized signature *Dan Calabrese*

Dan Calabrese on behalf of Stacie Becker

Accepted by Region 4 ESC:

Contract No. _____

Initial Contract Term _____ to _____

Region 4 ESC Authorized Board Member _____
Date

Print Name

Region 4 ESC Authorized Board Member _____
Date

Print Name

APPENDIX B - TERMS AND CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Please see the following pages for our exceptions to Terms and Conditions.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4)
III. INSTRUCTIONS TO OFFERORS; Section 22, "Samples"; Page 10	Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	<u>RESERVED</u> <u>[SHI Note: SHI requests this section be marked "reserved". Samples would not be applicable to cloud services.]</u>	
APPENDIX A; DRAFT CONTRACT; Opening; Page 1	This Contract ("Contract") is made as of ____, 2022 by and between ____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	This Contract ("Contract") is made as of ____, 2022 by and between _ ____ ("Contractor") -and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	
APPENDIX A; DRAFT CONTRACT; RECITALS; Page 1	WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;	WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the <u>services, labor, materials, equipment, and supplies provided by Contractor under an SOW ("Sservices")/materials and third party software, computer peripherals, computer hardware, and associated IT services provided by third parties ("Product")</u> described in the RFP and Proposal; <u>[SHI Note: SHI requests these terms be defined to further clarify our role under this Contract.]</u>	

APPENDIX A; DRAFT CONTRACT; 9) Contract Alterations; Page 2	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC <u>and Contractor</u> . <u>[SHI Note: SHI requires any changes to the terms be mutually agreed upon in writing by both parties.]</u>	
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<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; a) Cancellation for Non-Performance or Contractor Deficiency; Page 2</p>	<p>Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract; iii. Failing to adequately perform the services set forth in the scope of work and specifications; iv. Failing to complete required work or furnish required materials within a reasonable amount of time; v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order. <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	<p>Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period, <u>upon ten (10) days' written notice</u>. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the <u>Contract, upon ten (10) days' written notice</u>. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material<u>Product or Services</u> was not awarded under the Contract; iii. Failing to adequately perform the Sservices set forth in the scope of work and specifications; iiiv. Failing to complete required Services<u>work or furnish required materials</u> within a reasonable amount of time; iv. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work<u>Services</u> or providing services<u>Product</u> under the Contract prior to receiving an authorized purchase order. <p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor <u>for Region 4 ESC ("Deliverables")</u> under the Contract shall immediately become the property of Region 4 ESC. <u>[SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]</u></p>	
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<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; b) Termination for Cause; Page 3</p>	<p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p>	<p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract, <u>immediately upon ten (10) days' written notice</u>, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor <u>for Region 4 ESC</u> will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p> <p><u>[SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]</u></p>	
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<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; c) Delivery/Service Failures; Page 3</p>	<p>Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p>	<p>Failure to deliver goods-Product or Sservices within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articlesProducts in accordance with Contractor's return policy which is found at www.shi.com/returnpolicy ("<u>Contractor's Return Policy</u>"), or re-perform rejected Sservices when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p> <p><u>[SHI Note: Product returns are subject to SHI's return policy. SHI's remedy for non-conforming Services is re-performance. SHI is not liable for cost to cover.]</u></p>	
<p>APPENDIX A; DRAFT CONTRACT; 14) Delivery; Page 4</p>	<p>Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated</p>	<p><u>RESERVED</u></p> <p><u>[SHI Note: SHI requests this section be marked "reserved". SHI will not be physically shipping any Product under this Contract.]</u></p>	

APPENDIX A; DRAFT CONTRACT; 15) Inspection & Acceptance; Page 4	If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	If defective or incorrect non-conforming material-Product is delivered, Region 4 ESC may make the determination to return the material-Product to the Contractor at no cost to Region 4 ESC <u>in accordance with Contractor's Return Policy. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.</u> <u>[SHI Note: All Product returns are subject to SHI's return policy.]</u>	
APPENDIX A; DRAFT CONTRACT; 16) Payments; Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon <u>within thirty (30) days of</u> receipt of a properly completed invoice. <u>[SHI Note: SHI requires payment within 30 days of receipt of an invoice.]</u>	
APPENDIX A; DRAFT CONTRACT; 19) Discontinued Products; Page 5	If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.	<u>RESERVED</u> <u>[SHI Note: SHI requests this section be marked "reserved", as this would not be applicable to cloud services.]</u>	

<p>APPENDIX A; DRAFT CONTRACT; 22)Warranty Conditions; Page 5</p>	<p>All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing</p>	<p>All supplies, equipment and s<u>Services and Deliverables</u> shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing <u>be free of material defects for ninety days commencing with Final Acceptance of the Services.</u></p> <p><u>EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.</u></p> <p><u>[SHI Note: SHI warrants its Services and Deliverables will be free from defect for ninety days after acceptance of Services. SHI cannot warrant on behalf of third party product it resells.]</u></p>	
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<p>APPENDIX A; DRAFT CONTRACT; 28) Stored materials; Page 6</p>	<p>Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</p>	<p><u>RESERVED</u></p> <p><u>[SHI Note: SHI requests this section be marked “reserved”, as SHI will not be storing inventory for Region 4 ESC under this Contract.]</u></p>	
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<p>APPENDIX A; DRAFT CONTRACT; 30) Indemnity; Page 6</p>	<p>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<p>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all <u>third party</u> claims, damages, losses and <u>reasonable</u> expenses arising out of or resulting from the <u>actions gross negligence, willful misconduct, or violation of law</u> of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of <u>under</u> the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p> <p><u>[SHI Note: SHI will indemnify Region 4 ESC for any third party claim caused by its gross negligence, willful misconduct, or violation of law under this Contract.]</u></p>	
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ADD		<p><u>Limitation of Liability:</u></p> <p><u>NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u></p> <p><u>EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY REGION 4 ESC TO CONTRACTOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. REGION 4 ESC ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.</u></p> <p><u>[SHI Note: SHI requests this clause be added to the final contract, if awarded.]</u></p>	
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TAB 2 – PRODUCTS / PRICING

2.a) Products and Services /Pricing

i. Offerors shall provide pricing based on a discount or discount range from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.

SHI Response:

SHI is pleased to offer Region 4 ESC our full catalog of cloud products. We have more than 400 vendors we are selling cloud-based products for today and this category is rapidly growing. We have included below a sampling list of those vendors.

In addition to the cloud-based products, SHI is offering our entire catalog of solutions to ensure Region 4 ESC members have access to purchase solutions based on the current and evolving needs of the IT environment.

Manufacturer			
1Path	Cygilant	Intresys	ProCloud
365 Labs	Cylance	iOffice	ProofPoint
Accelera	Databank	ITI	Propeller Aero
Agile Access Control Inc	DemTech Voting Solutions	Kuder	RDE Systems
AgileBits	DH Wireless	Labyrinth Solutions Inc	Ready Education
Airnet	DigiStamp	LawVu	ReadyOp Communications
AKA Enterprise Solutions	Digital Construction Works Inc	Legal Suite	Redapt
Asorb	Envoc	MediSked, LLC	SecureDynamics
Asset Panda	Eplexity	MedProctor LLC	SecurityScorecard
Astadia	Esi Acquisitions	Merit International	Securly
Bonfire Interactive Ltd.	Futurity IT, Inc.	NBEnvironmental	Streetlight Data

BrightBytes	G2lytics	NCCER	Submittable
CASK LLC	Gold Systems	On Point Tech	ThreadFin
Catch Intelligence	Google	OnCell Systems Inc.	ThreatAdvice
Change and Innovation Agency	GovInvest Inc.	OnCorps Report	Thycotic
Cherwell	GovQA	OneLogin	Trace First
Circuit Tree LLC	Grant Thornton	OneVision	Transformyx
Citrix	GrantVantage	Online Web Services US	Transvault Software Ltd
CityBase Inc	GreenRope	Opencounter	Trifacta Inc
Civitas Learning	GrenCourt Legal Technologies, LLC	OpenDataSoft	TriTech
Clairvoyant	Grow Tix	OpenGov	Trust First
Clckwrk Inc.	GTY	OpportunitySpace Inc. (D.B.A. Tolemi)	Tumbleweed Press
Clearwater Solutons	Helix Innovations LLC	OtisEd	Turnkey Cyber Solutions
Cloud Cyber Range	HireRising	Pacify Health LLC	UiPath
Cloudmersive, LLCs	HireVue	Page Scholar	Unite USA
CloudNimble	HoB	Paladin Data	Urban Logiq
CloudPWR	Hoonuit	Panther International	US eDirect Inc
Cludo Inc.	Hyland	Panzura	USEReady

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products, Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Vizient Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	\$325
Solution Architect / Consultant	\$275
Engineer	\$225
Project Manager	\$185

***Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at <https://texas.gs.shi.com/>. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.

The screenshot shows the SHI GS website interface. At the top, there is a search bar and navigation links for 'Contact Us' and 'Sign In'. Below the navigation bar, there are tabs for 'Hardware', 'Software', 'Brands', 'Solutions', 'Explore SHI-GS', and 'Tools'. The main content area displays a product listing for 'Lenovo XClarity Energy Manager'. The product details include:

- Price: \$46.00 (MRP: \$58.00)
- Availability: In Stock
- Features: License + 1 Year Software Subscription and Support, 1 node, Linux, Win, for Converged HX2310-E
- Part Numbers: Mfr Part #: 01DA225, SHI Part #: 31857597
- Buttons: Compare, Add to Cart

 On the left side, there are filters for 'Category' (Software, Virtualization) and a search input field.

iii. Public Cloud Service Providers (CSPs) – For each CSP your company is authorized to resell please:

a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

SHI Response:

SHI’s Cloud Practice

SHI’s cloud practice gives customers more visibility and control over their cloud environment without limiting functionality or hindering the user experience of what a cloud platform has to offer. SHI supports these major Cloud Service Providers (CSPs):

- Amazon Web Services (AWS)
- Google Cloud Platform (GCP)
- Microsoft Azure (Azure)

We do the heavy lifting where the customer needs it: aggregation of products and services, financial chargeback, management, performance rightsizing, and analysis. SHI collaborates with engineers and partners credentialed in top cloud platforms and compatible products such as AWS, Box, CommVault, One Login, Veeam, Symantec, VMWare, Cisco, Microsoft, and others, providing the customer a one-stop shop. We specialize in cost optimization, billing management, and governance, as well as infrastructure management and professional services. Today, SHI is AWS’ largest reseller spanning many different industries such as financial services, pharma, and SaaS.

Overview

- We manage over \$20M per month in IaaS assets for our clients.
- We provide tools and resources that help clients track their cloud assets and where their costs are going.
- We help align cloud usage and spend with clients’ business processes while they take advantage of the benefits underlying platforms have to offer.
- We bring forward the best resources, partners, and technologies for getting the most out of your cloud and hybrid environment.

Transformation to Cloud Solutions

Cloud-Based Solutions have changed the dynamics of pre-sales, acquisition, and on-going IT management. To keep up with new demands, SHI has developed processes and support to address Cloud consumption-based models, and we have resources dedicated to emerging partners to support our customers’ growing needs.

New licensing models

As licensing standards change to meet the demands of a mobile-first and cloud-first world, there is an emphasis on the “dual-user.” A dual-user is someone who uses technology for school or work, as well as privately. As new licensing models arrive, SHI helps users make sense of the varied cloud-based solutions in order to efficiently license, adopt, and consume these technologies. Always sensitive to price-point, SHI simplifies asset management through self-provisioning and self-service agreement/account management.

SHI Support Services

SHI's Cloud Support Services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry standard and custom offerings through our Assess, Design, Build, and Manage methodology to integrate leading cloud technologies to your environment. Our certified solutions architects and technical consultants combine their technical expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies.

Our support services include:

- **Cloud Platform(s) Service Onboarding:** Cloud Adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges, all while providing guidance on best practices.
- **Net Terms Billing:** Organizations need flexible payment terms to consider CAPEX vs. OPEX, extended net term billing options, financing, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provide a variety of billing options to fit your specific needs.
- **Reporting & Analytics:** Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions that are crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view as well as provide a guided analysis based on years of consulting experience with enterprise clients.
- **Always Available Support:** When you have a critical issue, you need to count on superior support. Our Cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey.
- **Cloud Spend Optimization:** Cloud costs don't have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure.
- **Advisory Services:** Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you.
- **Volume Licensing Expertise:** We can help you move your licenses to the cloud, select the right buying program(s), maintain licensing compliance, and best of all, avoid audits! Our licensing experts will identify, monitor and optimize your software assets to ensure you receive the most value in your IT investment.

b) *Provide proof of your company’s authorization to resell*

- *For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come for CSP*

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

- *For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel*

SHI Response:

Please see section *Partner Packages* at the end of our response document.

c) *Copy of (or link) any current CSP Service Level Agreement (SLA)*

SHI Response:

Please see section *Partner – Terms and Conditions* for SLA information on the following products:

- Amazon Web Services
- Google
- Microsoft

d) *Copy of (or link) for any other relevant terms and conditions that may be required by the CSP*

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

e) *CSA STAR Self-Assessment*

- *All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- - Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.*

SHI Response:

The scope and requirements of this RFP are such that it would be extensive to include all of the cloud-based offerings that SHI has in its catalog today. Instead, we commit to adding products and solutions over the course of this contract as new technologies emerge or as customer needs arise.

SHI is responding today with offerings from AWS, Google and Microsoft, please see below for CSA Star Assessment links.

- Amazon’s response to the CSA STAR Assessment can be found here: <https://aws.amazon.com/compliance/csa/>
- Google’s response to the CSA STAR Assessment can be found here: <https://cloud.google.com/security/compliance/csa>
- Microsoft Azure’s response to the CSA STAR Assessment can be found here: <https://docs.microsoft.com/en-us/compliance/regulatory/offering-csa-star-self-assessment>

Private Cloud Infrastructure - Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:

a) Specify how its solutions are relevant to private cloud infrastructure

SHI Response:

SHI provides a full range of capabilities across the Private Cloud Infrastructure spectrum. We partner with industry leaders such as VMware, Nutanix, and all tier 1 infrastructure and software manufactures to help support our customers on premises and off premises Private Cloud Infrastructure requirements. SHI provides a full catalog of options which will include a broad range of vendors. We are happy to provide proof of authorization as requested at time of quoting.

b) Provide proof of your company’s authorization to resell

- *Proof of authorization to resell may come from either the CIP or an authorized distribution channel*

SHI Response:

SHI is providing a full catalog option which will include hundreds of various vendors. We are happy to provide proof of authorization as requested at time of quoting.

Cloud Application – Describe your capability and approach to:

a) Modernizing and migrating legacy applications to run on Customer clouds

SHI Response:

Fully realizing the possibilities of the cloud requires rethinking how organizations manage their workloads. Whether your migration or modernization effort is focused on public or private infrastructures or building a hybrid environment, SHI will support your journey. With experience supporting multi-cloud environments, SHI has expertise helping organizations evaluate migrating complex workloads, consider different approaches for different clouds, reduce migration time with automation, and help organizations realize an improved business time-to-value.

Because migrating and modernizing legacy systems is a major undertaking with many possible paths, SHI provides paid Cloud services which begins by evaluating your requirements and advising on the appropriate course of action. Through our assessments and evaluations, SHI’s application and cloud experts can provide insights into your current database and application architecture, usage, resources, and dependencies.

Additionally, SHI can analyze the optimal method for migration and modernization with a “Six-Rs” analysis. This analysis considers the possible ways an application could and should be moved to

a cloud. These possibilities include *Retaining* on premises, *Retiring* the application, *Replacing* with another service or SaaS, *Rehosting* the application in its current form, *Replatforming* the application, or *Refactoring* the application with native cloud services. By thoroughly reviewing these applications, SHI can guide you through the options, risks, and benefits for migrating these applications to the cloud in their current form or with modern cloud techniques that utilize native services.

In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance Cloud services around the following:

- Migrations
- Virtualization
- Containerization
- Virtual Desktop Infrastructure
- DevOps
- Cloud Hosted Databases
- DRaaS

b) Developing and deploying new applications to run on Customer clouds

SHI Response:

Evolving business requirements sometimes exceed the capabilities of existing applications. In some of these cases, it may become necessary to develop and deploy new applications in public clouds. Frequently this also means leveraging the latest in native cloud technologies. Based on the scope of the project, SHI can assist with this by ensuring that best practices are followed throughout the cloud adoption journey. SHI provides paid Cloud services which begins by understanding the purpose and requirements of the initiative in order to advise on the appropriate course of action. Based on the requirements, SHI's services and solutions organization of internal and 3rd party partners and subcontractors can offer various types of support.

In most cases, SHI follows a multi-step process of assessing, designing, building, and implementing a solution. Whether upgrading or a replacing, SHI helps you take your legacy applications to the next level. We create a future-state roadmap for your legacy applications for cloud and retool your infrastructure bringing enhanced capabilities to business long term.

Beyond applications, a common challenge for many organizations deploying cloud applications is governance and security. As a partner of AWS, Azure, and GCP, SHI frequently advises customers about best practices for cloud environment health and governance. This includes solutions such as landing zone designs, cost optimization, and infrastructure modernization, and cloud security solutions.

Managed Cloud Services – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

SHI Response:

Organizations are moving their workloads to cloud to scale, keep up with remote workforces, and improve flexibility, but often internal IT departments don't possess the skills to effectively maintain and expand their cloud environment. As organizations accelerate innovation, take greater risks, and enjoy more

adaptable operations, SHI's provides paid Cloud services and solutions which enable you to maximize and align cloud resources with your business and IT goals.

SHI helps our customers reimagine their possibilities by providing dependability through our Public Cloud managed services. These paid services can include assistance such as cost optimization, patching and change management, service and incident response, securing workloads, monitoring and alerting, cloud backup management, and other solutions. Depending on the service tier provided, SHI can provide 24x7 technical support.

SHI has multiple capabilities working with partners as shown in the Letters of Authorization following this section. In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance for certain Cloud services as well.

Services – Describe any additional cloud services

SHI Response:

Cloud Optimization is crucial, especially for organizations in the midst of transforming workloads and modernizing applications to leverage the public cloud. SHI has developed a one-of-a-kind paid Multi-Point Cloud Optimization Assessment structure designed for customers who are trying to get the most from their cloud investment.

Our exclusive Cloud Optimization methodology does not solely focus on cost; it also addresses architecture and governance tuning to leverage the dynamic pricing and scalability models of the cloud. For qualifying customers, SHI will address the Compute, storage and network optimization. SHI can check governance policies currently in place, gain improved visibility and insight to stay ahead of future optimization efforts, including tagging, account structure, alerts, reports, policies and licensing which are all essential for budgetary forecasting.

SHI O365 Optimization

In addition to the details above, another example of SHI's cloud service optimization capabilities are SHI helps customers gain insight into user-based consumption in order to help remediate the sprawl we see that lead to overspending. Our ITAM experts will help you achieve centralized visibility across any number of tenants and agreements. We can automatically perform subscription provisioning, de-provisioning and re-tiering in the O365 portal. SHI offers three subscriptions: Standard (Value Add), Professional and Premier (Fee-Based), that ranges from providing insight (Standard) to an ongoing managed service where SHI implements optimization recommendations for you (Premier).

iv. Is pricing available for all products and services?

SHI Response:

Yes, SHI is uniquely positioned to provide best pricing for all of your IT needs and has established long-tenured relationships with all major OEM's and emerging partners. We accomplish this by working with your team to understand your requirements and addressing your technology needs early and often.

v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members

SHI Response:

As cloud technologies have progressed, SHI has worked to keep up with these ever-growing changes. Our cloud portfolio has grown exponentially over the past five years, and we have developed our cloud

solutions team and services to meet the evolving needs of our customers. SHI takes pride in delivering the best technology with the top leaders in the industry, and it is our goal to help our customers understand every aspect of cloud technology – from implementing, managing, and troubleshooting their cloud solution. We recognize with our customers, especially our education customers, that every dollar counts; we will work to provide the best pricing that our customers are eligible for and continue to assist in evaluating cloud costs with support from our cloud services team.

vi.

SHI Response:

Not Applicable, no question here.

vii. Provide pricing for warranties on all products and services.

SHI Response:

SHI will apply any applicable publisher warranty.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

SHI Response:

SHI is not offering incremental sales volume growth rebates at this time. SHI is however offering Region 4 ESC our most competitive pricing upfront.

ix. Describe how customers verify they are receiving Contract pricing.

SHI Response:

SHI facilitates several Public Sector contracts across the State of Texas to ensure customers procure the best technology at the most competitive prices possible.

The proposed pricing model discount is based off of SHI's Advertised List Price, which is a verifiable source, referenceable 24/7/365 at <https://texas.gs.shi.com/>. SHI Advertised List Price is based on current market conditions and in many cases, already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. SHI's internal support regularly analyzes the current market to verify that SHI Advertised List Price is competitive.

We offer best pricing to our customers at the time of purchase. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible and as often as possible.

x. Describe payment methods offered.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 30 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

SHI Response:

SHI is proposing a discount off SHI Advertised List Price. therefore Region 4 ESC will be presented with most up to date discounted pricing.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

SHI Response:

SHI is committed to providing you with a pricing model that will stand the test of time throughout the contract term, based upon two primary values: customer-centric approach and honest pricing.

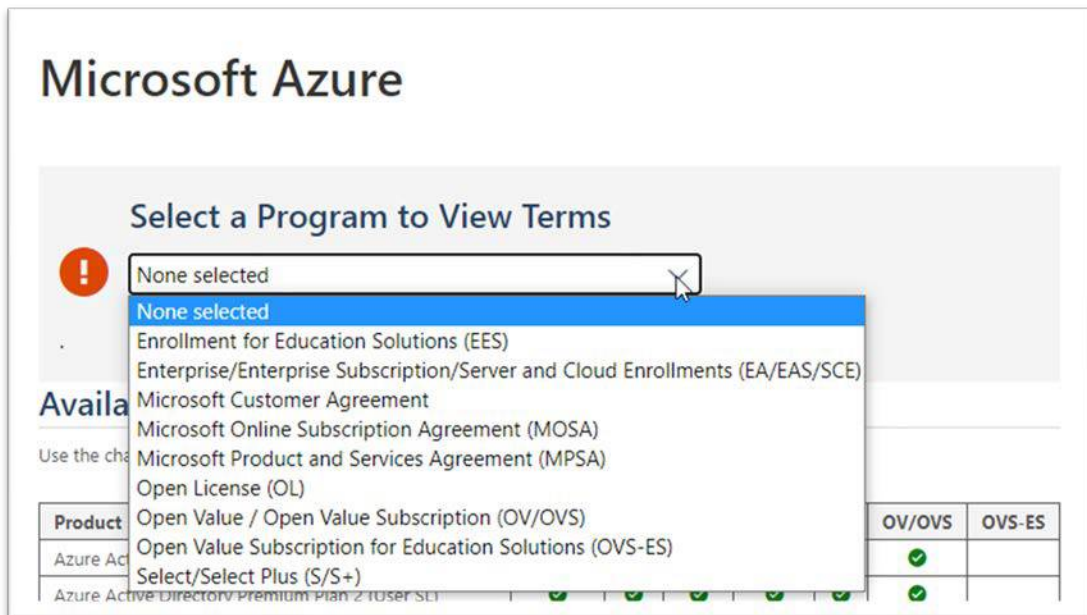
xiii. Provide any additional information relevant to this section.

SHI Response:

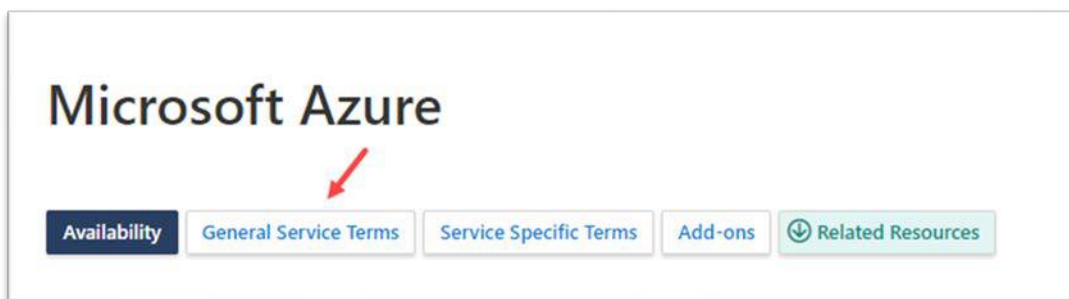
Not Applicable.

PARTNER – TERMS AND CONDITIONS

- **AWS Terms and Conditions**
 - Please see section *Partner Packages* at the end of our response document.
- **Google**, through **Carahsoft** as Google’s single-source distributor for Public Sectors Terms and Conditions:
 - [Workspace \(Public Sector\)](#)
 - [Workspace for Education](#)
 - [GCP](#)
 - [PSO](#)
- **Microsoft Azure Terms and Conditions with Instructions:**
 - [Azure Terms](#)



Then choose “General Service Terms”



PARTNER - LETTERS OF AUTHORIZATION

Please see the following pages for authorization to resell the following products:

- AWS
- Google
- Microsoft

AWS – Letter of Authorization

CC VND 00300568 2022 TR



Amazon Web Services, Inc. • 410 Terry Avenue N. • Seattle, WA 98109

April 28, 2022

SHI International Corp.
290 DAVIDSON AVE
SOMERSET, NJ 08873-4145
United States of America

Re: Letter of Support for RFP# 22-08

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support SHI International Corp. in its efforts to assist Region 4 Education Service Center for RFP# 22-08 using the AWS Cloud. This letter confirms that SHI International Corp. is an AWS Partner Network (APN) AWS Premier Partner in good standing.

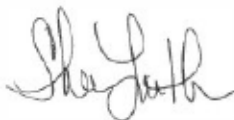
SHI International Corp. participates in the following AWS Partner Programs: AWS Solution Provider Program, AWS Public Sector Solution Provider, and Well Architected.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support SHI International Corp., and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Sean Walsh, Manager, PDM, at setwalsh@amazon.com or 7575601547.

Sincerely,

Amazon Web Services, Inc.



Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management

Google / Carahsoft – Letter of Authorization



Carahsoft Technology Corp.
11493 Sunset Hills Rd
Suite 100
Reston, VA 20190

April 25, 2022

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

To whom it may concern,

Carahsoft Technology Corp., Google Cloud's public sector distributor, authorizes the above named partner for resale of the following services:

- Google Cloud Platform
- Google Services
- Google Workspace

Should you require any additional information, please contact the undersigned at 703-889-9838 or direct email at Jeff.Dowdy@carahsoft.com.



Jeff Dowdy
Director
Carahsoft Technology Corp.

Microsoft – Letter of Authorization

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



4/21/2022
Region 4 ESC
RFP#22-08

To whom it may concern:

I hereby confirm that SHI International Corp has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

SHI International Corp (MPNID: 1023126)
290 Davidson Ave
Somerset, NJ - 08873
United States

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging (Expires on 12/15/2022)
- Gold Application Integration (Expires on 12/15/2022)
- Gold Data Analytics (Expires on 12/15/2022)
- Gold DevOps (Expires on 12/15/2022)
- Gold Data Platform (Expires on 12/15/2022)
- Gold Enterprise Resource Planning (Expires on 12/15/2022)
- Gold Project and Portfolio Management (Expires on 12/15/2022)
- Gold Communications (Expires on 12/15/2022)
- Gold Application Development (Expires on 12/15/2022)
- Gold Collaboration and Content (Expires on 12/15/2022)
- Gold Cloud Platform (Expires on 12/15/2022)
- Gold Datacenter (Expires on 12/15/2022)
- Gold Cloud Productivity (Expires on 12/15/2022)
- Gold Small and Midmarket Cloud Solutions (Expires on 12/15/2022)
- Gold Enterprise Mobility Management (Expires on 12/15/2022)
- Gold Windows and Devices (Expires on 12/15/2022)
- Gold Security (Expires on 12/15/2022)

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



Advanced specializations: Validate technical capabilities to deliver specialized services in a specific solution area.

- Adoption and Change Management (Expires on 11/30/2022)
- Teamwork Deployment (Expires on 10/26/2022)
- Microsoft Windows Virtual Desktop (Expires on 9/29/2022)

Azure Expert Managed Service Provider: Validate expertise in end-to-end cloud lifecycle management including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.

- (Expires on 7/1/2022)

SHI International Corp is currently doing business with Microsoft in the following locations:

- SHI International Corp, US, Somerset (Somerset) (MPNID: 351789)
- SHI INTERNATIONAL CORP, GB, MILTON KEYNES (MILTON KEYNES) (MPNID: 988165)
- SHI Canada ULC, CA, NORTH YORK (NORTH YORK) (MPNID: 1645489)
- SHI France, FR, Issy-les-Moulineaux (Issy-les-Moulineaux) (MPNID: 2485733)
- SHI International Corp, NL, Hertogenbosch (Hertogenbosch) (MPNID: 2721352)
- SHI Switzerland, CH, Zug (Zug) (MPNID: 2747384)
- SHI International Corp, CN, Hong Kong (Hong Kong) (MPNID: 3005607)
- SHI INTERNATIONAL SAS,FR,ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (MPNID: 4411644)
- Gabriel Cohen (ISSY LES MOULINEAUX) (MPNID: 4411645)
- SHI Singapore Solutions PTE. Ltd., SG, Singapore (Singapore) (MPNID: 5010404)
- SHI International Corp Hong Kong Limited, HK, Central HK (Central HK) (MPNID: 6082723)
- SHI Global IT Solutions Ireland Limited, IE, Dublin (Dublin) (MPNID: 6082726)
- SHI Corporation UK Ltd, GB, Milton Keynes (Milton Keynes) (MPNID: 6082726)

Microsoft Corporation is an equal opportunity employer.

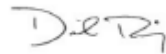
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



- 6236818)
- SHI International Corp Australia Pty Ltd. (Sydney) (MPNID: 6399328)

Best Regards,



Dan Rippey
Program Director for the Microsoft Partner Network

Microsoft Corporation

TAB 3 – PERFORMANCE CAPABILITY

2.b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong 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 OMNIA Partners.

SHI Response:

Please see Appendix D, Exhibit A tab below.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see Appendix D, Exhibit B tab below.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

SHI Response:

Please see Appendix D, Exhibits F and G tabs below.

iv. Describe how Offeror responds to emergency orders.

SHI Response:

In general, nearly all cloud-based software offered through this response will be delivered through a download or another electronic method. In situations where physical product is required SHI can offer expedited delivery if the order is placed before the cutoff time and the product is in stock. Fees may apply.

v. What is Offeror's average Fill Rate?

SHI Response:

Per Q&A - Not applicable to this RFP.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

SHI Response:

Per Q&A - Standard language; if applicable to your offering please provide shipping & delivery timelines.

vii. Describe Offeror's return and restocking policy.

SHI Response:

SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.

Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns.

Our return process is simple:

To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer.

Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

More information and details are available at SHI's GS Return policy link:
<https://texas.gs.shi.com/Customerservices/SHIInfo.aspx?ContentId=768>.

viii. Describe Offeror's ability to meet service and warranty needs.

SHI Response:

SHI can offer 3rd party, non-manufacturer warranties that will allow customers to extend the life of mission critical devices with world-class service and support. These upgraded warranties are offered for an additional fee.

SHI Complete Care warranty programs allow customers to maximize their warranty benefits at minimal costs. Leveraging our partner network, SHI has managed to secure standard product manufacturer warranties for most customers at no charge for the first year. With the addition of SHI Complete Care, the same level of warranty services is provided for subsequent years – generally at a cost far lower than an equivalent manufacturer's warranty. Additionally, SHI Complete care customers pay no deductibles for claims.

Your SHI Complete Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where you need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens.

Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use.

THE BENEFITS OF SHI'S ENTERPRISE WARRANTIES	SHI'S COMPREHENSIVE PRODUCT PROTECTION
<ul style="list-style-type: none"> • Coverage up to 5 years • 24/7 technical support • U.S. based call center • Global support Capabilities • 100% coverage for commercial use, parts, labor, and accidental damage • \$0 deductible 	<ul style="list-style-type: none"> • 100% coverage on parts and labor, normal wear and tear, and power surges • "No Lemon" guarantee • Replacement for products that are beyond repair • No deductibles, hidden fees, or surprise charges • Commercial use

If you maintain equipment under a warranty that is about to expire – or already has expired – SHI's post-warranty and maintenance agreements keep you covered. Our field engineers serve as an extension of your IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.

We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to your organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.

In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support your needs, no matter where the equipment is located.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

SHI Response:

In general, SHI manages issues through the prioritization of your requests. Your dedicated SHI Account Team will escalate requests both internally and through our OEM partners, as required. SHI is committed to prioritizing customers interests and will be an advocate for your organization to resolve any issues. SHI is committed to providing Region 4 ESC with the resources you need to ensure high quality customer service in the support of your agreements. The team is committed to dedicating as much time as required to meet the required service levels. SHI's escalation process is simple and straightforward. You may escalate a question to the next level at any time that you feel is appropriate. Also, you can rest assured that, if necessary, your SHI representative will escalate an issue internally for resolution.

SHI is committed to your total satisfaction and has been and will continue to be willing to make the changes necessary to the account/support team and any levels of service, as required, to resume business continuity and restore harmony.

A key aspect of SHI's Quality Management System is our attention to performance by reviewing metric data. All departments must work together to meet SHI's Quality Objective. A breakdown in one area may

result in a delay in other areas. When all departments meet their objectives, SHI can meet or exceed our customers' expectations.

SHI encourages our customers to send emails to our Director of Quality at QualityDirector@SHI.com. The Director of Quality reports customer feedback to Top Management and Department Leaders at SHI. As necessary, they will respond to the customer's comment, assign a corrective action, and follow up with the customer to ensure that the issue has been resolved.

SHI is prepared to report on and take corrective action related to service incidents on a company-wide basis through our ISO 9001:2015 Quality Management System. SHI is committed to acting quickly and effectively to resolve any issues that may arise.

Our public sector field territories are structured by vertical and geography. With Account Executives (AEs) who live and work in their territories, our emphasis is on frequent, consistent, face-to-face communication with customers. Each AE is supported by a team of Inside Account Managers (IAMs) who are responsible for day-to-day customer service and questions surrounding quotations, order placement, and general concerns. Our inside sales teams coordinate an extensive network of additional support and resources behind the scenes and will work to get any question you have answered quickly and accurately.

SHI provides support to our customers between the hours of 8:00 am – 8:00 pm in every time zone. Individual team hours depend on the location of customers and contractual requirements. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. Furthermore, SHI.com, SHI's e-commerce platform, is available to our customers 24/7/365.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 15 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Describe Offeror's contract implementation/customer transition plan.

SHI Response:

SHI understands the issues for our customers to transition their OEM agreements and procurement from one SHI to another. With the hurdles that our customers face in mind, SHI will create and execute a seamless implementation plan with as little disruption to customer as possible. Please find below an overview of SHI's implementation plan. More details can be added, as we work together to understand all of the requirements.

Transition Schedule

Please see the details below pertaining to SHI's transition schedule activities:

- The Account Executive would handle all contract negotiations, ensuring closure to support implementation of the program.
- After the contracts are completed, SHI would request a ramp up time window, to be determined by SHI and customer.
- A Program Management team would be formed to support customer; including members of the SHI Dedicated Account Team.
- A kick-off Sales/Operations meeting would take place to thoroughly review all customer requirements in detail. Parties in attendance would include members of your dedicated SHI Account Team along with additional SHI resources who will support the Contract. This review will follow the tentative schedule below:

Week One:

- Service Levels: Review of the customer requirements to ensure the implementation plan adheres to all expected and agreed to service levels for the services identified to be performed by SHI at the various levels.
- Dedicated Account Team Staffing: Begin process of naming primary and secondary IAM's and Licensing Executives for all customer's IT procurement activities.
- Assets: Begin process of defining customer's current assets and requirements.
- Previous/Existing Service Customer Transition Plan: Discussion regarding any obligations from any previous or current service provider, identifying areas of assistance SHI can provide in transition plan.
- Week One Program Management Review

Week Two:

- Customer to identify details and conditions.
- Customer/SHI to notify manufacturers of change in Reseller on the Agreements.
- SHI to create overview documents of each agreement for access by all Account Team Members.
- Customer/SHI to identify new agreement opportunities.
- Order Process Flow: A complete review of required order flow processes would take place, ensuring any modifications to standard processes to meet the unique requirements of customer are documented and communicated across the entire support team.
- Week Two Program Management Review

Week Three:

- Orientation: Both SHI and customer would receive orientation as to responsibilities, requirements, standard operating procedures as well as critical tasks and timelines. Important areas of review will be customer specific training on purchasing policy and procedures, ordering procedures and specifics, points of contact within customer environment to include but not limited to the Technical Staff, Operational Staff, Third Party SHIs and others as deemed appropriate.
- Training on Value-Added Tools: Training to identify customer staff on how to utilize tools such as order status tracking, Report Factory, License Management System, License Allocation System, License Redeployment Management Service and SHI Direct.com comparison features.
- Week Three Program Management Review

Week Four:

- Week Four Final Program Management Review: Meeting to review all pieces to ensure cohesive program planning. Implementation plan finalized with go-live date solidified.
- Pilot: A selected number of orders will be run through the process identified for real-life scenarios to gain final approval for all procurement activities. Once this has been agreed as operational by all parties, the go-live date will be confirmed.

xii. Describe the financial condition of Offeror.

SHI Response:

SHI Government Solutions is a privately held company under the same ownership since 1999, and we have a financially strong and stable business model that has proven itself over time. In 2021, we transacted business with more than 600 unique public sector entities across the State of Texas, recognizing revenues at more than \$380 Million. We are sufficiently capitalized and funded to support the full scope of services and full potential term of any contract resulting from this RFP without jeopardy to any other ongoing or future business endeavors. SHI-GS's gross annual sales for the prior five years are:



xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

SHI Response:

As part of SHI's Procurement Services, SHI will provide a web-based procurement platform, <https://texas.gs.shi.com/>. Our platform offers the latest in functionality and the greatest in a user-friendly interface. SHI.com also offers functionality explicitly designed for business-to-business. Whether used as a stand-alone procurement system or integrated with the customer's current procurement systems, SHI.com provides the functionality and customized user experience needed to manage your I.T. procurement workflow.

The SHI E-Commerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule training based on the customer's level of access to the site. Upon award, your Account Executive will work with Region 4 ESC's stakeholders to determine the program and schedule that would work best for them.

SHI's Procurement Platform includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized product information views. SHI clients can easily find and compare SHI's products. SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contracts or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Users with the appropriate permissions can run the following types of reports on SHI.com:

- Invoicing
 - 12-month spend manufacturer profile
 - Invoice detail report
 - Invoice detail for manufacturer report
 - Invoice detail with serial numbers report
 - Invoice detail with serial numbers and tracking report
 - Invoice summary report
 - Product purchase history report
- Order
 - Order detail report
 - Shipped order detail report
 - Un-invoiced order report
- Entitlements
 - Maintenance renewal report

The user will select the report type, the date range for the report, and will enter the email address for delivery, up to an unlimited number. Also, you will select the format in which you want the reports, i.e., Microsoft Excel, HTML, tab-delimited text file, or fixed-width text file. Once the form is complete, our server will run the report and send the email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI would look forward to the opportunity to demonstrate the full capabilities of this site to the Region 4 ESC.

xiv. Describe the Offeror's safety record.

SHI Response:

Per Q&A - Not applicable to this RFP.

xv. Provide any additional information relevant to this section.

SHI Response:

Not applicable.

APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong 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 OMNIA Partners.

Appendix D, Exhibit A - 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with OMNIA Partners as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of OMNIA Partners, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions**, has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

“

Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services.”

IT Administrative Specialist
UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with OMNIA Partners be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply OMNIA Partners with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for OMNIA Partners.
- Our dedication to proactive communication and building relationships with representatives of OMNIA Partners at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI’s robust web portal, which provides order processing and asset management reporting.

With more than \$380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help OMNIA Partners focus on meeting their evolving technology needs.

SHI’s proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3 G Marketing and Sales, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI’s broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with OMNIA Partners at a local level.

Our proposal responds directly to the prompts and requirements within OMNIA Partners request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and

customer support services designed to enhance OMNIA Partners’ current productivity and allow for better delivery of services to the staff and students of OMNIA Partners. SHI is poised to provide the OMNIA Partners and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all OMNIA Partners, and we’ve included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns – and OMNIA Partners will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support OMNIA Partners, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.



Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing OMNIA Partners with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

“

As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y’all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.

THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.

If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.

SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...

I would definitely recommend working with you again in the future.”

Connie DiVincenzo

UT Austin, Administrative Services Officer III
Financial and Business Services

B. Total number and location of salespersons employed by Supplier.

SHI Response:

SHI-GS – 25 Account Executives and 22 tele-sales specialists.

SHI International – 165 Account Executives and 175 tele-sales specialists.

C. Number and location of support centers (if applicable) and location of corporate office.

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. As a privately-owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI is an \$12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.



To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro and TD Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with

inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

SHI Government Solutions' headquarters is: 3828 Pecana Trail, Austin, Texas 78749.

SHI International Corp.'s headquarters is: 290 Davidson Avenue, Somerset, New Jersey 08873.

D. Annual sales for the three previous fiscal years.

SHI Response:

SHI-GS:

- 2021: \$380 million
- 2020: \$435 million
- 2019: \$345 million

SHI International:

- 2021: \$12 billion
- 2020: 11.1 billion
- 2019: \$10.7 billion

a. Submit FEIN and Dunn & Bradstreet report.

SHI Response:

SHI Government Solutions Federal ID is 22-3695478.

SHI Government Solutions DUNS number is 14-724-3096

D&B Finance Analytics

LIVE REPORT

SHI/GOVERNMENT SOLUTIONS, INC.

D-U-N-S Number: 14-724-3096 **Address:** 3828 Pecana Trl, Moved From: 1301 St Mo-pac Expy Ste 375, Austin, Tx,Austin, TX, 78749, United States Of America

Phone: +1 512-634-8100 **Endorsement:**keith_markowski@shi.com

Summary

KEY DATA ELEMENTS (Primary: SCORE BAA)

KDE Name	Current Status	Details
D&B® Paydex® Norm	77	
Credit Limit - D&B Conservative	20,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	35,000.00	Based on profiles of other similar companies.
Delinquency Score Class	2	Low to Moderate Risk of severe payment delinquency
Delinquency Score Raw	576	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	55	26 days beyond terms
Delinquency Score	89	Low to Moderate Risk of severe payment delinquency.
Failure Score	20	Moderate to High Risk of severe financial stress.
D&B Viability Rating	5 7 9 G	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
Account Level Detail				
Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
No data found				

E. Describe any green or environmental initiatives or policies.

SHI Response:

As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Incorporating environmentally-friendly initiatives — whether internally or alongside our partners — minimizes the amount of yearly technology waste and maximizes our impact toward a greener planet.

Our environmental initiatives focus on four areas:

- Sustainable Solutions
- Securing Green Products
- Resource Usage and Efficiency
- Employee Awareness

SHI's Sustainability Solutions

As a solutions provider and technology advisor, we are here to help you reduce, reuse, and recycle technology assets through our various eco-friendly solutions. Sustainability is a crucial part of SHI's overall business strategy.

Driven by the issues of rising energy costs, asset disposal, Restriction of Hazardous Substances (RoHS), and government regulations to reduce carbon footprint, SHI understands that “Green IT” in the data center is as much about business necessity as it is about corporate social responsibility. SHI recognizes that moving towards a green data center requires going beyond the data center and adopting a broad approach that drives behavioral changes and technology improvements. Providing a vendor-independent approach to data center efficiency, SHI is available to help our customers with the many questions and challenges faced in today's data centers - from asset disposal to data center design.

Incorporating environmentally friendly initiatives into our business strategy helps us protect the planet and reduce IT hardware waste each year. In support of “Green IT,” SHI's sustainable solutions include Asset Recovery, Asset Disposal, E-Waste Recycling, Hardware Redeployment, Hardware Remarketing, and leveraging Cloud and Data Center Solutions to reduce carbon emissions derived from physical IT infrastructure. We have also recently added a Carbon Neutral IT Asset Disposition (ITAD) program detailed below.

The outline below are sustainable solutions that SHI can implement for your organization:

- Asset Recovery – We pick up your old equipment, take inventory of what's still usable, and report our findings back to you.
- E-Waste Recycling – We hold multiple recycling events so you can quickly and properly dispose of unwanted devices.
- Hardware Remarket – We put your hardware back on the market if you cannot or choose not to reuse it.

- Asset Disposal – We work with partners to ensure your old hardware is recycled correctly.
- Hardware Redeployment – We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.
- Cloud and Data Center Solutions – A study commissioned by AWS and conducted by 451 Research shows that enterprises can reduce their carbon footprint by up to 88% by leveraging the cloud. SHI has the expertise and people to help our customers get to the cloud smartly and take advantage of this and other cloud computing benefits.
- IT Asset Disposition Program – The CO2Neutral™ Program is a practical, cost-saving option for businesses and organizations to receive top dollar cash and carbon credits for their aging and unwanted IT assets. For more information about our Carbon Neutral program, please contact AssetRecoveryServices@shi.com.

To learn more about SHI’s sustainable solutions, please visit our website: [IT Sustainability](#).

Securing Green Products

SHI has access to manufacturer product lines across all key solution groups and can source products with environmental certifications such as Energy Star and EPEAT. SHI will work on the customer’s behalf to identify products with these certifications from our major OEMs.



Resource Usage and Efficiency

SHI’s policy is to operate its business as an excellent environmental citizen committed to managing resources and concern for our environment’s well-being. While SHI is not a manufacturer of the products we sell, we are not ignorant of its impact on the environment. We have no fumes, wastewater, or electromagnetic discharge coming from our facility.

Energy Efficiency

SHI’s goal is to consume less energy and reduce our environmental impact. Our goal is to reduce our power consumption by 1% per year. We take action through:

- Monitoring power consumption
- Utilizing advanced energy-saving systems such as automatic lights and energy-saving computer monitors.
- Use of materials from renewable resources, non-toxic materials, and recyclable items
- Installing timers on facility lighting to reduce electrical consumption

Waste Minimization

SHI encourages individual responsibility and supports waste minimization in the following ways:

- Striving to reduce paper consumption by 1% per year
- Monitoring the purchase of cut sheet paper
- Establishing a goal of 100% for recycling paper, plastics, glass, and cardboard
- Comply with county and municipal recycling regulations by recycling paper, glass, plastic, batteries, and cardboard.
- Recycle toner, computers, and other office equipment according to EPA guidelines
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment per local regulations
- Using appropriately licensed organizations to remove special waste (such as defective monitors or neon tubes).
- Donating IT assets to those who would not otherwise have access

Carbon Neutral

SHI's Carbon Neutral program offers customers incentive to support green initiatives because customers now have the option to trade their aging or unwanted IT assets for cash or Carbon Credits. To participate, customers will first contact SHI to identify the End-of-First-Life™ technology requiring disposal, and SHI will provide an appraisal detailing what the assets are worth. If the customer accepts the offer, Carbon Neutral will securely pick-up and transport the IT assets to an ISO-Certified processing facility where the assets are audited, tested, de-branded, and wiped clean in accordance with National Institute of Standards and Technology 800-88 Guidelines for Media Sanitation. Lastly, these securely sanitized assets can be turned into cash by selling into established markets, or customers can opt to receive Carbon Credits.

Water Efficiency

SHI has installed water-efficient plumbing fixtures, which reduces water usage by 40%.

Greenhouse Gas Emissions

Our goal to reduce Scope 2 greenhouse gas emissions is a 1% reduction per year since our power consumption goal and Scope 2 greenhouse gas goal are directly linked.

Employee Awareness

SHI maintains our employees' awareness of SHI's commitment to reduce our environmental impact and limit our carbon footprint.

SHI's vow to sustainability extends beyond our organization as we look to raise awareness of sustainable practices with our customers and assist in their environmental initiatives. To help our customers maintaining environmentally friendly practices, SHI offers asset disposal and recycling programs to ensure the safe disposal of computers and office equipment. These programs are customizable to complement the customer's initiatives while upholding EPA guidelines and regulations. Equipment will be redeployed within an end customer's organization, donated to a

recognized charitable organization, recycled to the fullest extent possible, or disposed of per EPA regulations.

Furthermore, SHI promotes sustainable practices for our staff and focuses on increasing employee awareness of environmental initiatives. SHI encourages employees to carpool and work from home offices when possible and has further reduced the travel-related environmental impact of our staff by promoting:

- Teleconferencing and other collaborative working tools to limit the number of business trips
- A Work-from-Home policy, when possible
- Flexible working hours
- Use of public transportation

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

SHI Response:

In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a diversity business development program. An executive-level position was created to meet our customers' expectations for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.

Why are diverse suppliers an essential part of SHI's mission statement and philosophy? The answer is simple. SHI sees diverse suppliers as the cornerstone of our organization's success, helping us in an exemplary fashion consciously source our products and services while maintaining profits, growing customers, improving the economy, and encouraging innovation.

Our team manages and distributes just over 200 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, which our internal operational requirements alongside accommodating our clients to meet their specific governmental, educational and corporate diversity goals. Also, SHI annually sponsors and supports a little over 50 supplier diversity-related events annually, including corporate client-sponsored events that value diversity spends opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

SHI's Diversity Team

SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.

MBE Partner Network and Initiatives

SHI has an active program to recruit minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We actively mentor several groups seeking to promote them internally and to other SHI customers. To date, these businesses have gained entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose of recruiting additional "Go-To" minority-owned businesses.

Tier II Program

The growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses is a commitment SHI regards as crucial to our significant client's continued success. Capturing and retaining our clients' loyalty that value diversity spend is an integral part of our professional services strategy and mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database utilizing qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses complements our major clients' overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 200+ clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier II spend with minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI International collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: NY&NJ Minority Supplier Development Council and Women's Business Enterprise Council

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: The Texas Comptroller of Public Accounts

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No


If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____





hereby grants

National Women's Business Enterprise Certification

to

SHI International Corp.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 28, 2013
Expiration Date: February 28, 2023
WBENC National Certification Number: 2005121863



WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.












Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY




NAICS: 541519, 423430, 541511
UNSPSC: 43000000, 43211500

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2020
Scheduled Expiration Date:	21-APR-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-APR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

SHI Response:

SHI International Corp. will provide services that will augment what SHI Government Solutions provides directly in support of Region 4 ESC customers. They have been selected because they have the licenses and certifications required to perform these services and have proven their capabilities and reliability through previous engagements to be valuable partners to SHI.

SHI Government Solutions is a state certified HUB vendor. We have the resources to complete the defined scope of work within this RFP with our own sales team, equipment, supplies and materials. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

When searching for a partner for a subcontracting opportunity, we use the Centralized Master Bidders List HUB Directory to search for potential HUB partners. We also participate in local events, such as the State of the State conference and the Texas Association of State Systems for Computing and Communications conference which offer networking opportunities to connect with local HUB vendors.

I. Describe how supplier differentiates itself from its competitors.

SHI Response:

SHI's breadth of offerings is unparalleled in the industry. SHI is committed to providing customers with as many products as possible, from as many publishers as possible. Not all of our competitors are willing to do this, but SHI understands this is a valuable service for our customers. It would be expensive and time consuming for contract users to establish buying relationships directly with a large number of software publishers and hardware manufacturers, and it is our pleasure to fulfill this role for you.

It is important, however, to be aware that not all resellers are willing to accommodate requests for longtail software (software and hardware partners with whom a reseller does very little business and does not have an automated process established). SHI's list of longtail partners is over 10,000 partners, and we have proven our commitment to taking care of our customers' needs in this way over years of service to contract users. We take the time to research, quote, and procure software and hardware that is important to our customers, even when the orders are small, or it is challenging to transact business.

This is unusual in an industry where our competitors will often refuse to quote or process these orders and try to restrict the number of partners they work with. In fact, most of our competitors will not offer longtail publishers at all and restrict their offerings to just a handful of partners. We encourage you to explore this as you endeavor to compare "apples to apples" among offers.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

SHI Response:

b. is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

SHI Response:

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. SHI's current catalog includes tens of thousands of hardware, software, and other product partners. Generally, SHI can sell between 75%-100% of our partners' product lines. We typically offer a wide range of services directly or by leveraging our Elite Partner Network's expertise. SHI can provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. SHI has a diverse partner ecosystem, supporting over 15,000+ unique Publishers and OEMs today. For OEMs that SHI does not do business with today, we can utilize a Letter of Authorization from your organization to onboard new suppliers. SHI will work in coordination with your procurement team as needed to engage these software publishers.

Top Partnerships

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

SHI TOP 25 PARTNERS				
1 Azure Expert MSP LSP and Gold Partner #2 US (SW) #2 (HW)	2 Titanium Black #3 Partner Overall	3 Gold Partner Top 3 Partner	4 Corporate Reseller Premier Reseller Top 2 Partner	5 Power Services Partner Top 3 Partner
6 Platinum Reseller #2 US Reseller	7 Premier Consulting Partner Managed Services Partner	8 Corporate Reseller Top 5 Partner	9 National Solution Partner Platinum Partner #2 Data Center & #4 Client	10 #4 Partner Diamond Level Partner
11 Platinum Partner	12 Elite Partner Top 5 Partner	13 Advanced Business Partner #2 Partner	14 Elite Partner	15 Platinum Partner #3 Partner
16 DMR Partner Top Partner	17 Authorized Reseller	18 Platinum Partner #1 US Reseller	19 Platinum Partner Top 3 Partner	20 Platinum Partner
21 Expert Level	22 Premier Business Partner (HW) Gold Partner (SW)	23 Master Level Partner Cloud Champion Partner Top 5 Partner	24 Platinum Partner #2 Partner	25 Google Cloud Partner Premiere Partner

* Partner Advisory Board

SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. Although there is still a need for commodity products, attention has shifted to a “building solutions” approach to solve customers' needs. In response to this shift and working from our customer-centered foundation, we developed solution-based support teams. The common goals of our support teams are to address our customers' needs, help them acquire the right technology, and facilitate the adoption of that technology into their customers' environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are able to meet all customers IT needs.

Our support teams include:

- Core Solutions Executive—In order to provide more technical expertise, SHI employs a team of Core Solution Engineers. Our CSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.
- Advanced Solutions Group—In synchrony with other support teams, SHI's Advanced Solutions Group (ASG) has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions. ASG's goal is to help customers execute their mission and educate end- users by getting the right technology to the right people at the right time.
- SHI Training—Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our SHI Training team complements our other services seamlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our SHI Training team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology.
- Software and Hardware Partner Support Organizations—SHI has the largest team of Hardware, Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award-winning team of Software and Licensing Specialists is available to assist customers with selecting licensing programs, executing agreements, and supporting the agreement lifecycle. Today, SHI also has dedicated teams that support over 100 Strategic and Emerging Technology Partners.

Subject Matter Experts

Specializing in IT solutions that fit precisely with our customers' needs, SHI offers robust technical advice and support through product selection and options analysis. SHI offers custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management. Through our large support team of 500 pre-sales technical support that comprises SHI's Software Licensing and Hardware and Advance Solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

Technical pre-sales resources support categories such as:



In addition to the partner support associated with these categories outlined above, SHI has an Emerging Partners Team. They are constantly reviewing new technologies and new OEMs to offer to our customers, including a Cloud Partners Team that concentrates on specific cloud technologies. SHI has OEM Support Teams, technical resources, and relationships with manufacturers to assist your organization with your specific needs concerning emerging technologies and new solution sets. SHI has quarterly meetings with Gartner and IDC to stay abreast of the latest and best technologies. SHI works closely with each OEM to provide new products as soon as they are available. Your organization can pre-order new products through SHI yet to be released to get them as soon as they come to market. SHI's Solutions Teams and Product Specialists will alert your Account Team of the newest and most cutting-edge technologies to make them available to your organization.

Professional Services

Whether it's streamlining the business of IT with innovative eProcurement, fulfillment and IT asset management solutions, helping you build hybrid data center and storage solutions, securing your growing diversity of data and assets or building a truly collaborative digital workplace, SHI has got your back at every stage of the technology lifecycle.

Regardless of your needs, our experts are ready to help you select, deploy and manage the very best solutions that our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services.

Our Professional Services team is vendor-neutral and uses its range of experience to help tailor conversations optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proof of concepts, and obtaining demo units.

From product implementation through lifecycle support and asset retirement, SHI offers solutions customized to the unique needs of your environment. Whether you need a single service call or a complex roll-out, SHI will work with you every step of the way to ensure your goals are met on time and within budget. The chart below represents SHI's robust Professional Services portfolio.

Professional Services

The portfolio and scale of a global solutions provider, the resources, expertise and customer service of a local VAR.

DATA CENTER	NETWORKING	CLOUD	SECURITY	END USER WORKSPACE	UCC
User Devices Servers Hyper-Converged	Wireless Router / Switch SD WAN Connectivity	Public Private Hybrid SaaS	Network Cloud Endpoint Information	Digital Workplace User Devices PC as a Service	Unified Communications Conferencing Collaboration

Professional & Managed Services / Account Management / IT Asset Management / eCommerce

Today, we continue to fine-tune our products and services to meet our customers' needs and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. While the following is by no means a comprehensive list of all that we offer our customers, some services and products that we commonly provide include:



End-User Computing Partners

<p>Barcode Scanning Honeywell Zebra*</p> <p>Mobility Solutions Android Enterprise Recommended* Apple Business Manager* Google Chrome and Workspace* JAMF* Microsoft Endpoint Manager* Microsoft Surface* Samsung* Workspace ONE (VMware)*</p> <p>Carrier Activations AT&T T-Mobile/Sprint Verizon Wireless</p> <p>AR/VR HTC Microsoft HoloLens* Reality Labs at Meta*</p>	<p>Displays Acer* ASUS Clear Touch Dell* Elo HP Inc.* Lenovo* LG Microsoft Surface Hub* Panasonic Planar Promethean Samsung* Sharp NEC ViewSonic* Mounts Chief Manufacturing Ergotech Ergotron Humanscale Peerless Premier Mounts</p>	<p>Memory Axiom Kingston* Micron Samsung</p> <p>Projectors Epson* Hitachi InFocus Optoma Sharp NEC* ViewSonic*</p> <p>Cabling and Accessories Barco Belkin* Black Box C2G CODi Crestron Griffin Technology Incipio Jabra Kensington Legrand AV Logitech Otter Box Poly* StarTech.com Targus</p>
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Data Center Partners		
<p>Storage</p> <ul style="list-style-type: none"> Cohesity* DataCore Dell EMC* ExaGrid Hewlett Packard Enterprise* (+ Nimble) Hitachi Vantara IBM* Lenovo* NetApp* Nexsan Oracle* Overland Storage Pure Storage* QNAP Quantum Qumulo Rubrik Seagate Synology Tintri Western Digital 	<p>Networking</p> <ul style="list-style-type: none"> AddOn Networks Arista Networks AudioCodes Avaya* Cisco* Cradlepoint ExtraHop Networks Extreme Networks (+ Aerohive) F5 Networks* Forescout Gigamon Hewlett Packard Enterprise* (+ Aruba) Juniper Networks (+ Mist) Kemp Lenovo* NETGEAR Opengear Ribbon Communications Riverbed Ruckus Wireless Thales Group Ubiquiti Verkada Yealink Zoom Video Communications 	<p>Converged Infrastructure</p> <ul style="list-style-type: none"> Cisco* Cohesity* Dell EMC* Fujitsu Hitachi Vantara Hewlett Packard Enterprise* (SimpliVity + Nimble) IBM* Lenovo* NetApp* Nutanix* Oracle* Supermicro VMware* <p>* Dedicated Resources</p>

SHI Software Vendor Partnerships 

Strategic Software Partners			
<ul style="list-style-type: none"> Acronis Adobe Altair Arcserve Attachmate Autodesk Bitdefender Blackberry Cylance Check Point Citrix Commvault Druva 	<ul style="list-style-type: none"> Erwin ESET Forcepoint Fortinet IBM Ivanti LogRhythm Malwarebytes McAfee Microfocus Microsoft MobileIron 	<ul style="list-style-type: none"> Okta Oracle Palo Alto Parallels Progress Software Proofpoint Quest Rapid7 Red Hat RSA SentinelOne SolarWinds 	<ul style="list-style-type: none"> SonicWall Sophos Stealthbits Symantec Tableau Tenable Thycotic Trend Micro Unitrends Veeam Veritas VMware

Cloud-Based Partners			
Amazon Web Services Actifio Alert Logic Bitglass BitTitan Box Carbonite Centrify Cloudflare	Cloudera CrowdStrike Datadog Dialpad Dropbox Dynatrace Fuze HashiCorp INAP/SingleHop	Informatica Infrascale Lightspeed LogMeIn LogicMonitor Lookout Mimecast Nasuni	Netskope OneLogin PagerDuty Qualys RingCentral ServiceNow TBI TeamViewer Zendesk Zerto Zscaler
Emerging Technology Partners			
Absolute Software Accellion AlgoSec AlienVault/AT&T Cybersecurity Alteryx Altova Arctic Wolf Atlassian Barracuda BeyondTrust BitSight Blanco BMC CA Checkmarx Chef Cherwell	Code 42 Cofense Contrast Security Couchbase CyberArk Cybereason Docker DocuSign Elasticsearch Exabeam Extensis FireEye FireMon Globalscape Idera Igel Imperva Infoblox	Infragistics Intel Software Intuit Kaspersky KnowBe4 MongoDB NetMotion Wireless New Relic Nexthink Nitro PDF Nuance/Kofax OpenText Ping Identity PulseSecure Puppet Qlik Redgate Software SAP/Business Objects	Seagull Scientific SecurityScorecard Silobreaker Skybox Security SmartBear Software Sparx Systems Splunk StorageCraft SUSE TechSmith think-cell Tibco Tripwire Tufin Turbonomic Varonis Veracode WatchGuard Zoho Corporation

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

SHI Response:

Our approach to warehousing consists of relying on our SHI owned and operated warehousing facilities and capabilities as well as leveraging the robust network of our distribution partners. Our ISO certified Integration Center/Warehouses located in Piscataway, NJ are capable of securely storing customers inventory. In addition to warehousing your product standards, these state-of-the-art integration centers offer robust configuration services

To further support need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers’ door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

Our major distribution centers are located strategically in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

SHI Response:

Our Public Sector Division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities. Through these contracts, we build deep connections that allow us to partner closely with each organization and dive into the infrastructure, procurement, and compliance parameters they encounter.

In partnership with our 14,000 public sector customers, SHI's Public Sector manages over 500 current contracts, including hardware, software, services, cloud, and some that take a modern approach on technology procurement: allowing for a comprehensive catalog of both products and services. The SHI Public Sector unit made up over \$3B of SHI's overall sales last year and was recognized as the #1 business unit. While 2021 was one of the largest growth years, SHI's Public Sector has grown consistently over the last 33 years. This overall growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. Whomever you work with at SHI, whatever location or specialty, however big or small your organization, you'll find that we all have one trait in common: our number one priority is your success.

We remain flexible in our approach to Public Sector and engage customers on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for Public Sector. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.

SHI has access to top-level pricing discounts via our certifications and partner rankings with almost every major OEM. We maintain relationships with many distributors in order to ensure that our pricing is always competitive, allowing you to benefit from the combined buying power of all SHI customers.

For top tier spend with strategic suppliers, SHI leverages our decades-long experience as one of the largest, global software resellers, and calls upon the resources in our award-winning licensing and solutions teams to help customers optimize the key technologies in their IT software portfolio. For those key technologies, including security, storage, mobility, data center and networking, SHI can present customers with a neutral view of the industry, identify the leading technology providers to assist customers with portfolio analysis. SHI shares industry best-practices and trends and will help customers understand the total value and cost of potential changes.

For non-strategic tail spend suppliers, the SHI team will review spend on a quarterly basis to identify areas of overlap among customers' tail spend suppliers, to identify opportunities for contract co-termination, as well as supplier consolidation. For these opportunities, SHI will make recommendations for our customer's consideration as their end-users are likely to be the best source of subject-matter expertise on the technologies for their direct needs. The end-user community can then determine which products meet their requirements, and SHI can assist in contacting the selected suppliers to leverage volume discounting and preferential usage terms as directed by you – the customer.

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

SHI Response:

We maintain relationships with large IT Distributors, as well as smaller, local distributors, and the manufacturers directly, and we leverage our unique distribution model with these distributors to drop ship orders directly to the customers' locations. Our extensive distribution network allows for reduced time to market for our customers with distribution centers located throughout the U.S. SHI will always ship from the location with inventory closest to the customer's shipping address that has the best cost and availability for our customers. Shipments are made Monday through

Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before a certain cut off time.

Most transactional orders do not have an established on-time delivery guideline against which to measure our average on-time delivery rate. Where SHI has established a Service Level Agreement (SLA) for delivery of product to a customer, we have an average success rate of 98% or higher for meeting the established SLA. We will collaborate with our customers to ensure that we are able to meet your timeline for delivery.

With the exception of custom built or custom configured products, most products are delivered within 2-5 days of being ordered. Pre-configured systems are delivered to the customer on average 1.5 days from receipt of order. Custom PCs and Data Center hardware have longer lead times depending on the manufacturer and product ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end user of the exact delivery timeframe.

On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

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- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. As a privately-owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow’s IT challenges. SHI is an \$12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI’s own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.



To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro and TD Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

SHI Response:

SHI was previously an awarded supplier on OMNIA Partners' Information Technology Solutions & Services contract, so we understand how important go to market strategy is to overall success. Our relationship has been tremendously fruitful and mutually beneficial over the last 4 years, and we intend to further grow our affiliation through the addition of this contract vehicle.

Denise Verdicchio, SHI's Sr. Vice President of Public Sector Sales, has been an enormous ambassador for OMNIA since we first partnered two years ago. She will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. Denise, along with the rest of our public sector leadership, is fully committed to the success of this contract. OMNIA Partners and its members will benefit from this personal touch and commitment.

OMNIA Partners will also work closely with Aimee Ballenger, SHI's Director of Contract and Strategy dedicated to public sector contract strategy and implementation. Aimee frequently collaborates with OMNIA for matters pertaining to our existing contract. Her level of engagement has been instrumental to the success of the OMNIA-SHI relationship, and you can expect that level of attention to continue if awarded the Total Cloud Solutions & Services contract.

Ongoing training of our sales force on this contract will be critical to our success. Within one week of award, SHI will organize a call that includes public sector senior leadership, marketing, sales and contract personnel for OMNIA. We will design a plan to:

- Train and enable all SHI public sector field Account Executives and leadership
- Train and enable SHI's SM SLED Inside Account Executives and leadership
- Announce contract strategies
- Facilitate current and prospective member market strategy
- Create ongoing marketing plans

SHI has monthly review calls with OMNIA in relation to our current contract. We'd fully anticipate adding discussions around this new contract to the agenda, if awarded. A healthy contract review will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Executives in the field are located all over the country, the most efficient way to conduct training and enablement amongst them is through regional webcasts. There are, on

average, 30 Account Executives per region, so this will allow each call to have a more collaborative feel, while also allowing for in-depth discussion and answers.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications*
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days*
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
 - OMNIA Partners standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to OMNIA Partners' website including the online registration page;*
 - A dedicated toll-free number and email address for OMNIA Partners*

SHI Response:

SHI intends to collaborate with OMNIA Partners to formulate an extensive marketing plan. While our sales teams will be actively promoting this contract with our base of current/prospective customers, our goal is to increase the number of public sector customers that buy through

OMNIA cooperative contracts. We have dedicated resources in place who will market and support growth around our national contracts such as OMNIA. If SHI is awarded, the OMNIA team, alongside Denise and public sector leadership, will work with the following people towards creation and execution of this marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Post announcement along with contract details and contact information to <https://texas.gs.shi.com/>.
- Begin design of co-branded marketing materials including print, electronic, email, and presentations.
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads.
- Design and implement OMNIA Partners secured website on <https://texas.gs.shi.com/> including OMNIA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to OMNIA’s website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective OMNIA members

First 90 days:

- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next 90-day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. OMNIA has our commitment to participate at specified shows, as well as to look for additional

opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit and participate at the NIGP Annual Forum alongside OMNIA suppliers. We are happy to assist OMNIA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with OMNIA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together public sector IT professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from software volume licensing (Microsoft EA, VMWare ELA) and specific product features, to more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ.

Custom Events - SHI will help OMNIA coordinate any event that they believe will be beneficial to the participating entities.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SHI Response:

SHI realizes that the transition process is essential to OMNIA Partners' success. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes 6 areas of focus to help ensure that OMNIA's transition is successful:

- Manufacturer Supply and Pricing Agreements
- Product Standards
- Dedicated Account Team and Team Tools
- Custom/Customer Specific Reports
- Order Acknowledgement Customization
- Non e-Procurement Site Implementation: SHI.com

Current cooperative contracts that SHI holds include NASPO ValuePoint, Sourcewell, PACE, TIPS, BuyBoard and NCPA. The relationship we've forged with OMNIA over the past 2 years has

far exceeded anything we've done with these other cooperatives, and OMNIA contracts have become a "go-to" for our public sector sales teams.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

SHI Response:

SHI acknowledges and will comply.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

SHI Response:

OMNIA Partners will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to our public sector business for the last 20+ years has helped us to create solutions that are specific to the unique needs of state/local government and education customers across the country.

SHI's public sector sales force actively promotes the availability of OMNIA contracts to customers and prospects across the country and will continue to do so under this new contract. With the assistance of our public sector marketing team, all leads that are generated will be followed up on immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the OMNIA logo and reference the required information as required by this RFP.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed previously, our sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the public agencies that can utilize the agreement and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

SHI Response:

OMNIA's primary point of contact with SHI will be:

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

If other people are needed to address a situation, Amelia will make connections with the appropriate people and stay involved until resolution.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SHI Response:

Public Sector Team (Nation/Statewide)

Our ethos at SHI stems from our team members, and those team members remain our greatest asset. Everyone on the SHI Account Team is dedicated to providing high quality customer service and support to our customers. Our success begins with our outstanding customer support and has grown with constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers.

Due to our customers' expanding needs, and our desire to fulfill their needs, SHI has experienced tremendous growth in size and scope. Our organic growth, in combination with over two decades of organizational stability, is a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists, and certified IT services professionals.

In addition to our global Headquarters, located in Somerset, NJ, we have a second large office in Austin, Texas and smaller regional offices located around the country. The majority of our Public Sector Account Executives live and work from their homes, within their territories.

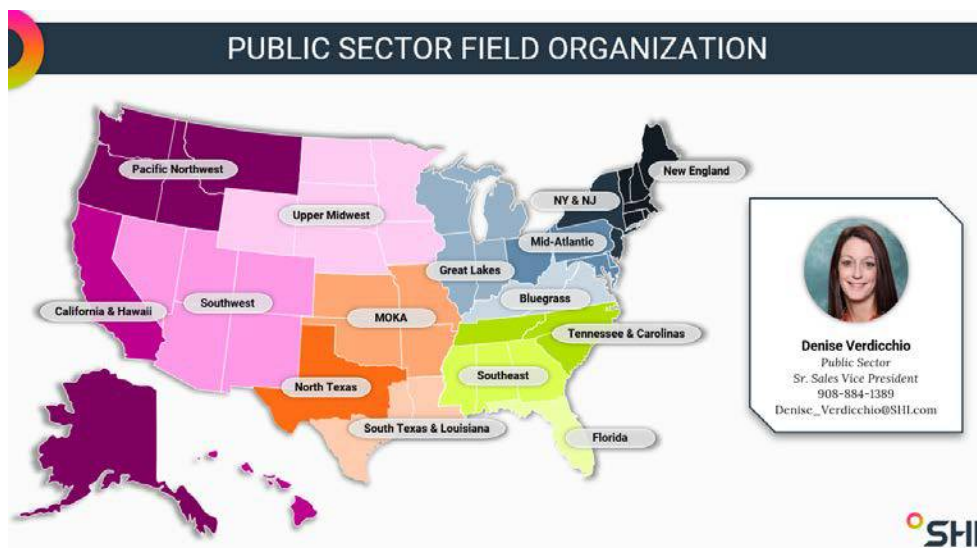
In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- 1) Public Sector Field
- 2) Public Sector Inside
- 3) Federal

Public Sector Field

Below is an overview of our public sector regional structure:



The highest-level executive in charge of our sales team is Denise Verdicchio, whose contact information can be seen in the graphic above.



PUBLIC SECTOR FIELD ORGANIZATION | Microsoft

 <p>Denise Verdicchio Public Sector Sr. Sales Vice President 908-884-1389 Denise_Verdicchio@SHI.com</p>			
 <p>Adrienne Pubyiski Vice President - EDU West 512-732-8022 Adrienne_Pubyiski@shi.com</p>	 <p>Frank Dilusto Vice President - EDU East 732-868-8808 Frank_Dilusto@shi.com</p>	 <p>Darron Gross Vice President - GOV West 512-732-8021 Darron_Gross@shi.com</p>	 <p>Michael Bench Vice President - GOV East 352-250-2101 Michael_Bench@shi.com</p>
<p>George Cater District Manager - Microsoft West Education 636-448-3225 George_Cater@shi.com</p> <p>Diane Mangum Account Executive - Microsoft TBD TBD Diane_Mangum@shi.com</p> <p>Gina Skonieczny Account Executive - Microsoft Upper Midwest 847-219-8973 Gina_Skonieczny@shi.com</p> <p>Leocadia O'Brien Account Executive - Microsoft South Texas & Louisiana 512-770-4367 Leocadia_OBrien@shi.com</p> <p>Lynda Olander Account Executive - Microsoft California & Hawaii 916-203-5643 Lynda_Olander@shi.com</p>	<p>Cathleen Mack District Manager - Microsoft East Education 701-219-3496 Cathy_Mullin@shi.com</p> <p>Katie Welch Account Executive - Microsoft Mid-Atlantic, Tennessee & Carolinas 440-552-2928 Katie_Welch@shi.com</p> <p>Michael Rutledge Account Executive - Microsoft NY & NJ, Florida 732-462-3055 Michael_Rutledge@shi.com</p> <p>Nick Spinarelli Account Executive - Microsoft Bluegrass 732-537-7224 Nick_Spinarelli@shi.com</p> <p>Serica King Account Executive - Microsoft Great Lakes, Southeast 317-601-7430 Serica_King@shi.com</p>	<p>Matt O'Leary District Manager - Microsoft West Government 206-390-4361 Matt_Oleary@shi.com</p> <p>Ben Callahan Account Executive - Microsoft Pacific Northwest 206-618-5637 Ben_Callahan@shi.com</p> <p>Christopher Jardine Account Executive - Microsoft North Texas & Southwest 817-235-1729 Christopher_Jardine@shi.com</p> <p>Jim Daniels Account Executive - Microsoft South Texas & Louisiana 512-718-8534 Jim_Daniels@shi.com</p> <p>Vincent Dill Account Executive - Microsoft MOKA 314-437-8791 Vincent_Dill@shi.com</p>	<p>Summer Bailey District Manager - Microsoft East Government 304-541-4288 Summer_Bailey@shi.com</p> <p>Carly Higginbotham Account Executive - Microsoft Tennessee & Carolinas 919-219-7355 Carly_Higginbotham@shi.com</p> <p>Kyle George Account Executive - Microsoft Bluegrass 732-564-8098 Kyle_George@shi.com</p> <p>Larry Mueller Account Executive - Microsoft Mid-Atlantic, Great Lakes 412-369-9022 Larry_Mueller@shi.com</p> <p>Trevor Golden Account Executive - Microsoft Southeast, Florida 404-580-2409 Trevor_Golden@shi.com</p> <p>Yareli Mucedo Account Executive - Microsoft Florida 312-953-6671 Yareli_Mucedo@shi.com</p>

The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Customers in the Public Sector Field are supported by an Account Executive and a dedicated Inside Sales Team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products

Public Sector Inside

Our Public Sector Inside division focuses on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of organizational size. In this case, we have defined small as a K-12 district with 7,500 students or less, a higher education institution with 1,500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Our SM SLED division, based at our global headquarters in Somerset, New Jersey, consists of 185 (IAEs) who support customers' needs from start to finish. Each IAE is a single point of contact for their customers.

Federal

For our Federal customers, SHI manages each cabinet-level agency (or large System Integrator) with an SHI Account Executive. The Account Executive serves as the primary point of contact and is empowered to negotiate on behalf of the company.

Each Federal Account Executive is supported by a well-qualified and trained inside sales team. Our customers can feel confident that they will receive fast accurate quoting, along with industry distinguished product sourcing, and order processing expertise. The sales team will interact with customers responsible for procuring under this contract and develop a personal understanding of their specific needs. The team is well educated on the methodology, requirements, and SLAs of the contract and provide consistent and efficient support to our customers. Together, this team will be the point of contact for any and all questions and problem resolution. Similar to our other GWAC offerings of similar size and scope, including GSA IT Schedule 70 and SEWP V, our seasoned account management team stands ready to support the mission, spirit, and goals of this contract.

Commitment to all Public Sector Customers

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

SHI Response:

SHI has extensive experience administering contracts of this nature and has already worked with OMNIA Partners toward implementation of a major national contract. We take great pride in our ability to administer agreements of this nature to the maximum benefit of the contract users.

SHI's sales team will work in conjunction with the OMNIA sales team to promote the Master Agreement to both existing and prospective participating public agencies. As detailed previously in this response, the SHI sales teams will receive in - depth and ongoing training on the Master Agreement. Public sector leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we hope to add discussion of this contract to our ongoing joint sales calls with the OMNIA team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual customer.

I. Explain in detail how Supplier 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, timely contract administration, etc.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with OMNIA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via OMNIA contracts in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts. If SHI is awarded, the following team members will collaborate with the OMNIA team to create and implement the marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

SHI has already teamed with OMNIA Partners in previous instances where our joint implementation of the national program was a resounding success. We fully expect to continue that trend if awarded on this new contract.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SHI Response:

In 2021, SHI's Public Sector accounted for \$3B of SHI's \$12 Billion total company revenue and was recognized as the #1 business unit for 2021. The table below is a breakdown of SHI's Public Sector sales by vertical.

2021 Public Sector Verticals	
Vertical	Revenue
Federal Government	\$82,000,000
Healthcare	\$42,000,000
Higher Ed	\$475,000,000
K-12 Ed	\$386,000,000
Local Government	\$983,000,000
State Agencies	\$1,154,000,000

Customer revenue and contact information associated with these customers is confidential. SHI would be happy to have a discussion and provide additional details if required.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

When an order is placed through SHI's website, an automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.



Order Confirmation

Sales order S51236870
Order date 2/11/2020
Customer Account 1009179
Customer PO DO - 2000004351
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Dan Pressley
SHI Account Manager Erik T Ekstrand

Bill To
 dtsssoftware
 STATE OF UTAH
 1 STATE OFFICE BLDG, FL 6
 ATTN: ACCOUNTS PAYABLE
 SALT LAKE CITY, UT 84114
 US

Ship To
 Department of Technology Services
 1 State Office Building
 Basement, B108 Attn: DTS Receiving
 Salt Lake City, UT 84114
 USA
 DO - 2000004351/dtsssoftware

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
36681687 CMBBNDG01-19/20M TechSmith	Camtasia/Snagit Bundle 2019/2020 - license - 1 user Multiple platforms English ESD Software Contract number: ADSPO16-130651 Sub Contract: MA096 Maintenance From date: 2/11/2020 Maintenance To date: 2/10/2021	1	260.30	260.30

Quote: 18410434

Sales Balance	260.30
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	260.30
Currency	USD

* This Is Not An Invoice *
 Thank You for Your Order


The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Page 1 of 1

Once an order is entered, it is then directed to SHI's Purchasing department for processing. This team is responsible for placing the order with the appropriate distributor or manufacturer. All orders are placed within 24 hours of being received. Should there be a change in product delivery time, the sales team will be notified immediately. At that point we will reach out to the end user to discuss options.

If a product is not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an

advanced shipping notification, which will be emailed automatically upon shipment of the product. See an example of the ASN below:



Shipment Notification
 Sent from SHI
 Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
 219 Ruth Rd
 Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # [1ZX717350309365643](#)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycorn - W7PRO Standard Laptop Image Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
28786615	J4P16US#ABA	E840g1u74600ujn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

* Thank you for your business! *

* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09004163
 Invoice date 10/18/2018
 Customer number 1105530
 Sales order S48518845

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI Sales team.

Bill To
 MO-FSD - Director's Office
 615 Howerton Court
 Jefferson City, MO 65109
 USA

Ship To
 FSD Director's Office
 615 Howerton Court
 Jefferson City, MO 65109
 USA
 1901952/Jessie Maupin

Ship Date	Salesperson	Purchase Order	Ship Via		FOB	Terms
10/18/2018	Rick Wolters	1901952	FEDEX GROUND		FOB DEST	NET 30
Item No. Mfg Part No.	Description		Qty Ordered	Qty Shipped	Unit Price	Extended Price
30074046 1018740-ER Hardware eReplacements	eReplacements projector lamp Hardware Hardware Contract number: CT160910001		2	2	137.09	274.18

Sales Balance	274.18
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	274.18
Currency	USD

We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting department to correct.

SHI is able to accommodate sending hard copy invoices, electronic invoices or both. Summary billing is also available. We can accommodate changes to a customer’s preference at any time. Invoices will be sent only after the products have been delivered. If chosen for award, we would like to sit down with each OMNIA customer to understand their requirements, typical acceptance procedures and time frames.

SHI’s open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications. In addition, SHI supports the following Punch-out types:

- Ariba Punchout
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciqwest
- Verian ProcureIT

SHI’s order entry, procurement and invoicing systems are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers’ needs.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

SHI would prefer not to guarantee sales at this time. As a general predicator of potential volume, SHI reported \$380M 2021 under our existing OMNIA Partners contract. While the scope of the Online Marketplace contract is more limited, we have full confidence in our ability to generate sales and would be happy to discuss forecasts at further length with OMNIA if awarded.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the OMNIA pricing and reported to OMNIA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to OMNIA in this proposal. For this reason, we believe that responding with this pricing will be the most widely used strategy. If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to OMNIA. It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement.

APPENDIX D, EXHIBIT B – ADMINISTRATION AGREEMENT EXAMPLE

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see the following pages for our exceptions and signature.

APPENDIX D



Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Exhibit A – Response for National Cooperative Contract
- Exhibit B – Administration Agreement, Example
- Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example
- Exhibit D – Principal Procurement Agency Certificate, Example
- Exhibit E – Contract Sales Reporting Template
- Exhibit F – Federal Funds Certifications
- Exhibit G – New Jersey Business Compliance
- Exhibit H – Advertising Compliance Requirement

Exhibit A
Response for National Cooperative Contract

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The **Region 4 Education Service Center** (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting proposals for Total Cloud Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (“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 OMNIA Partners’ cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, 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 OMNIA Partners as a Participating Public Agency in OMNIA Partners’ cooperative purchasing program. Registration with OMNIA Partners 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, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal 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. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ 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 OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section 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.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- 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 OMNIA Partners 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 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 ~~three-one and one half percent (1.53%)~~ 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 OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$100 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. 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 Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. 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 (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the

Commented [CT1]: SHI requests an administrative fee of 1.5%, as previously agreed to under OMNIA 2018011-02. We are concerned that a fee of 3.0% will render this contract less competitive and that therefore it will not be as widely used as other purchasing options available to this customer set.

responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. 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 OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' 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 the Supplier's primary go to market strategy 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 Principal Procurement Agency and OMNIA Partners 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 Supplier's primary "go to market" strategy for Public Agencies, (3) the

will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

Commented [CT2]: Please clarify.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best-Advantageous government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier 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, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

\$ _____ .00 in year one
\$ _____ .00 in year two
\$ _____ .00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____, 20___, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No _____, by and between the Principal 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 A 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 OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (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 OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners 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 OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

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. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal 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 Principal 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. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the negligent acts or omissions of Supplier in ~~connection with~~ the course of its performance under the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. ~~OMNIA PARTNERS~~ NEITHER PARTY SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE, EVEN IF ~~OMNIA PARTNERS~~ A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

~~9.9.~~ EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT AND/OR ANY ORDER ISSUED HEREUNDER, SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES OR PRODUCTS. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY WARRANTY PROVIDED BY AN OEM.

TERM OF AGREEMENT; TERMINATION

9.10. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – ~~98~~ and ~~124~~ – ~~232~~, hereof and the indemnifications and limitations of liability afforded by the Supplier to OMNIA Partners 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.

NATIONAL PROMOTION

~~10.11.~~ OMNIA Partners 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 OMNIA Partners program

by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) 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.

~~11.12.~~ 12. 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 Principal Procurement Agency and OMNIA Partners. 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 OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (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.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

~~12.~~13. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of one and one half percent (~~1.5~~%) ("**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 Principal 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.~~14. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

~~14.~~15. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section ~~14~~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 OMNIA Partners designated financial institution identified in Exhibit D. 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 Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' 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.~~16. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' 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 OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. OMNIA Partners will request to audit Supplier by providing at least thirty (30) days' notice to Supplier and shall be permitted to conduct such audits once per calendar

| year. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section ~~14~~3, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

~~16~~17. 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 OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

~~17~~18. 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~~19. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned ~~at OMNIA Partners' sole discretion~~ to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise, with Supplier's written consent, which shall not be unreasonably withheld. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners, which shall not be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement to a successor pursuant to a merger, consolidation or sale of all or substantially all its assets.

~~19~~20. 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. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

SHI Government Solutions
Attn: Amelia Jakubczyk
3828 Pecana Trail

Austin, TX 78749

20.21. 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.

~~21-22~~ 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.

~~22-23~~ This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

~~23-24~~ This Agreement will be construed under and governed by the laws of the State of Delaware, 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.

~~24-25~~ 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.

~~INSERT SUPPLIER ENTITY NAME~~ SHI Government Solutions

**NATIONAL
INTERGOVERNMENTAL
PURCHASING ALLIANCE
COMPANY, A DELAWARE
CORPORATION D/B/A OMNIA
PARTNERS, PUBLIC SECTOR**

DocuSigned by:

Elisabeth Arnold

Signature 583F14CD...

Elisabeth Arnold

Name

Sr. Lead Contracts Specialist

Title
4/28/2022

Date

Signature

Sarah Vavra

Name

Sr. Vice President, Public Sector

Contracting

Title

Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, 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 Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, 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 Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

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(j), 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 or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

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, policies or procedures.

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.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the ~~distributor, manufacturer or other vendor/reseller~~ (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, 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.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. 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.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. ~~NONE OF THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE.~~ EVEN IF THE ~~OMNIA PARTNERS PARTIES~~ ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING

PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:
**Board of Supervisors of Louisiana State
University and Agricultural and
Mechanical College**

**OMNIA Partners, as the cooperative
administrator on behalf of Principal
Procurement Agencies:**
**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY
COMMUNITIES PROGRAM
MANAGEMENT, LLC**

Authorized Signature

Signature
Sarah E. Vavra

Name

Name
Sr. Vice President, Public Sector Contracting

Title and Agency Name

Title

Date

Date

**Exhibit D
Principal Procurement Agency Certificate, Example**

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College** ("**Principal 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 OMNIA Partners.

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, **Board of Supervisors of Louisiana State University and Agricultural and Mechanical College**

Signature

Name

Title

Date

APPENDIX D, EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

Exhibit F Federal Funds Certifications

FEDERAL 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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version October 19, 2021

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions. As used in this clause—*

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dilbnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dilbnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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

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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 \$250,000, 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? YES DC 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 as detailed in the terms of the contract.

Does offeror agree? YES DC 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 to abide by the above? YES _____ 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? YES DC Initials of Authorized Representative of offeror

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(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? YES DC 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? YES DC 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? YES DC 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals

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becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DC 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? YES DC 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? YES DC 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? YES DC 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.

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Does offeror agree? YES DC 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 documents, papers, or other records of offeror that are 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? YES DC 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? YES DC 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749

Phone Number: (800) 870-6079 Fax Number: (512) 732-0232

Printed Name and Title of Authorized Representative: Dan Calabrese, Proposal Specialist

Email Address: Dan Calabrese@SHI.com

Signature of Authorized Representative: Dan Calabrese Date: May 3, 2022

FEMA

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

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§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

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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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

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Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any non-procurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 - 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - 2. The contract requires the approval of FEMA, regardless of amount.
 - 3. The contract is for federally-required audit services.
 - 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 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.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering 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 subrecipients shall certify and disclose accordingly.

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

The Contractor, SHI Government Solutions, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dan Calabrese, Proposal Specialist

Name and Title of Contractor's Authorized Official

May 3, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. 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>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

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- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, 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.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749-3559

Phone Number: (800) 870-6079 Fax Number: N/A

Printed Name and Title of Authorized Representative: Stacie Becker, Proposal Manager

Email Address: Stacie_Becker@SHI.com

Signature of Authorized Representative: *Dan Calabrese*

Date: May 3, 2022 Dan Calabrese on behalf of Stacie Becker

APPENDIX D, EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

- 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 – McBride - Principles

Doc 1 - Ownership Disclosure Form

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: SHI Government Solutions

Organization Address: 3828 Pecana Trail, Austin, TX 78749

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
Thai Lee - 51% KoGuan Leo - 49%	3828 Pecana Trail, Austin, TX 78749

Version October 19, 2021

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, SHI is a privately held company and does not report to SEC.	

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 <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):	Dan Calabrese	Title:	Proposal Specialist
Signature:	<i>Dan Calabrese</i>	Date:	May 3, 2022

Doc 3 - Affirmative Action Affidavit

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: SHI Government Solutions
 Street: 3828 Pecana Trail
 City, State, Zip Code: Austin, TX 78749-3559

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the
- 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.

May 3, 2022
Date

Jim Cababrese Proposal Specialist
Authorized Signature and Title

on behalf of Stacie Becker, Proposal Manager



DOC #3, continued

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

SHI's Affirmative/EEO Plan

To comply with the company's policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.

- A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained and annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance.
- All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that hiring, promotion, is based on an individual's qualifications and ability to perform the work.
- A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
- The company has an appointed contact to serve as the equal employment opportunity/affirmative action officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
- Officer will be responsible for the following:
 - Implementing all phases of the plan;
 - Conducting quarterly audits of employment practices to ensure nondiscrimination;
 - Yearly instructing supervisor about their responsibility to ensure that minorities are not subject to any type of discriminatory practices or harassment;
 - Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity, this is done via Job posting (MySHI), SHI newsletter, recruiters.
- HR reviews all applicants and the hiring/promoting records with CEO of SHI to audit the increase in the job categories that are available or promotable in the recruitment labor area.
- Training is provided to the degree that the company is reasonably able to undertake as a means of making all job classes available to minorities.

Doc 4 - Political Contribution Disclosure Form

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.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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.”

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 business organization:

Partnership Corporation Sole Proprietorship

Limited Partnership Limited Liability Corporation Limited Liability Partnership

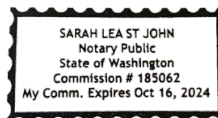
Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Thai Lee	Name: KoGuan Leo
Home Address: 3828 Pecana Trail, Austin, TX 78749-3559	Home Address: 3828 Pecana Trail, Austin, TX 78749-3559
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>29th</u> day of <u>April</u> , <u>2022</u>	<u><i>Dan Calabrese</i></u> (Affiant)
(Notary Public) <u><i>Sarah St John</i></u>	<u>Dan Calabrese, Proposal Specialist</u> (Print name & title of affiant)
My Commission expires: 10/16/2024	(Corporate Seal)



Doc 6 - Certification of Non-Involvement in Prohibited Activities in Iran

SHI was unable to access this form online.

SHI does not conduct business in the country of Iran.

Doc 7 - New Jersey Business Registration Certificate

12/20/11

Taxpayer Identification# **223-009-648/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08648-0252
TAXPAYER NAME: SHI INTERNATIONAL CORP.	TRADE NAME: SOFTWARE HOUSE	
ADDRESS: 290 DAVIDSON AVENUE SOMERSET NJ 08873	SEQUENCE NUMBER: 0078008	
EFFECTIVE DATE: 12/11/89	ISSUANCE DATE: 12/20/11	
FORM-BRC	 Director New Jersey Division of Revenue	
<small>This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.</small>		

Doc 8 – EEOAA Evidence

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.


Name: Dan Calabrese Title: Proposal Specialist

Signature: *Dan Calabrese* Date: May 3, 2022



Doc 9 – McBride Principles

DOC #9
MCBRIDE-PRINCIPLES

	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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-08 **VENDOR/BIDDER:** SHI Government Solutions

**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

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.

Dan Calabrese

May 3, 2022

Signature

Date

Dan Calabrese, Proposal Specialist

Print Name and Title

TAB 4 – QUALIFICATION AND EXPERIENCE

2.c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with the Region 4 Education Service Center (Region 4 ESC) as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of Region 4 ESC, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions**, has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams.

Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support

enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with Region 4 ESC will be founded upon three key principles:

“

Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services.”

IT Administrative Specialist
UT Tyler

- Our proven ability as a holistic IT solution provider to supply Region 4 ESC with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for Region 4 ESC.
- Our dedication to proactive communication and building relationships with representatives of Region 4 ESC at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than \$380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help Region 4 ESC focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with Region 4 ESC at a local level.

Our proposal responds directly to the prompts and requirements within Region 4 ESC request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and customer support services designed to enhance Region 4 ESC's current productivity and allow for better delivery of services to the staff and students of Region 4 ESC. SHI is poised to provide the Region 4 ESC and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

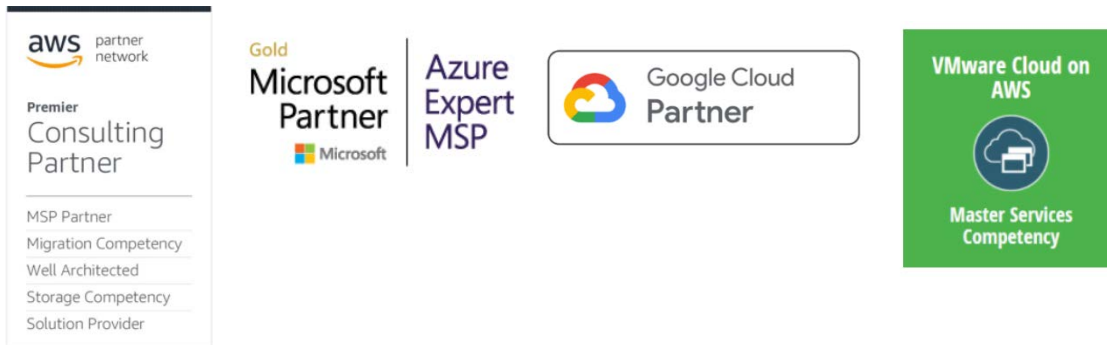
We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all Region 4 ESC, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific

needs and concerns – and the Region 4 Education Service Center will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support Region 4 Education Service Center, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.



Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing the Region 4 Education Service Center with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and

manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

“

As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.

THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.

If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.

SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...

I would definitely recommend working with you again in the future.”

Connie DiVincenzo

UT Austin, Administrative Services Officer III
Financial and Business Services

ii. Describe Offeror's reputation in the marketplace.

SHI Response:

Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support OMNIA's goal of locating reliable service partners to support your robust business. We strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.

We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And customers benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.

We provide custom technology solutions for every aspect of customers' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible.

Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.

iii. Describe Offeror’s reputation of products and services in the marketplace.

SHI Response:

The SHI program management team will be gathering information on the overall services engagement to ensure customer satisfaction, including all necessary statistics on services and customer feedback. We collect and use this information for project status/SLA tracking, lessons learned, and customer satisfaction and experience - all with the intent of continuous improvement. We will collaborate with Apple to develop formal survey questionnaires as well as periodic sampling of the overall customer experience with deployments and all other managed services.

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide extraordinary customer satisfaction.

In addition, we monitor customer satisfaction through two primary vehicles:

- Customer Feedback—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer’s comment, will assign a corrective action, and will follow-up with the customer to ensure that the issue has been resolved.
- Customer-specific Satisfaction Surveys—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specific reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.

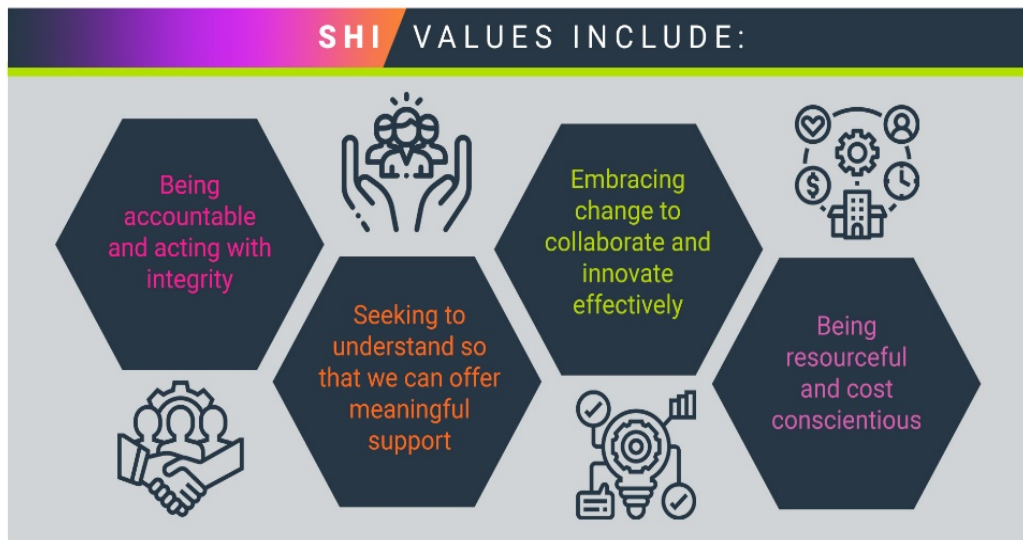
iv. Describe the experience and qualification of key employees.

SHI Response:

SHI is proud to present the account team who will be dedicated to Region 4 ESC and OMNIA Partners. Our primary goal of our field and inside sales teams is to bring value to our customers at every opportunity. Through consistent, transparent communication and providing information on the ever-evolving facets of the IT industry, our experienced account executives and leadership will be there to support Region 4 ESC every step of the way. Our sales force is divided into two teams:

- **Our Field Team** comprised of account executives who understand the needs of their communities and who collaborate to streamline and improve IT procurement.

- **Our Inside Team** comprised of experts who are dedicated to supporting customers with their daily needs. SHI commits to a collaborative process that is customer centric. We maintain robust,



award-winning partnerships with top manufacturers and, in doing so, we can ensure customers get the best products and services, designed specifically for their needs. In fact, our dynamic sales force, software volume licensing experts, hardware procurement specialists, and Certified IT service professionals facilitate not just purchasing, but also strategic evaluation, solutions design, and IT support, always with a specific focus on cost savings for every purchase.

SHI ACCOUNT TEAM World Class Support

Adrienne Publyski
 Vice President, EDU West
 Public Sector Field Sales,
 West EDU

There is no denying Adrienne Publyski's dedication to SHI. Beginning as an Inside Sales Rep for SHI in 1996, she transitioned two years later to an Education Account Executive. After 20 years, Adrienne has worked her way to become Public Sector Vice Present of EDU West.

In her current role, Adrienne supports a dynamic group of District Managers who are eager to bring forth technology solutions that address customers' needs in the K12, Higher Education, and Higher Education/Healthcare arenas.

To ensure a world class customer experience, Adrienne leads her team with the priorities of elevating the needs of our customers more than anything else, and leading with integrity, transparency, and honesty. Adrienne works on covering a variety of perspectives and insights to determine best solutions and works with her team members on building relationships that are mutually beneficial in support of end-users.

Adrienne's dedication to the education sector as well as to her customers is what truly matters to her: "If we are able to help a school district improve the lives of the students that they support, that is tremendously rewarding."

Calling Austin, Texas home for the last 24 years, Adrienne appreciates spending time with her family—especially her nephews, and friends who are a part of her “chosen” family.

To learn more about Adrienne, to view her complete resume, or to connect with her, visit her on [LinkedIn](#).



The South Texas Education branch retains one of SHI’s top district sales managers—Dakota Haines. He leads a team of Account Executives who help SHI’s education customers select, deploy, and manage technology in a world that is constantly changing. No one can possibly be an expert in all the facets that touch IT, but Dakota and his team help SHI customers bridge the gap in knowledge by connecting and using resources.

Dakota began his career at SHI as an Inside Account Executive at the corporate office in Austin, Texas. After just a few years of hard work and dedication to SHI customers, he moved into the education vertical as an Account Executive. After two years, he moved into an AE role covering larger, local government accounts in Austin and West Texas for three years before moving back into the education vertical as a district sales manager.

Dakota was born and raised in Austin, Texas, and to this day, could not imagine himself living anywhere else. Along with his unrivaled love for the city of Austin comes a responsibility to support his community. At the start of 2020, Dakota helped alleviate issues around remote access and device shortages in the city of Austin.

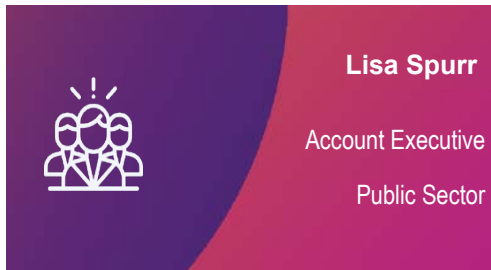
To connect with Dakota, or to view his resume, please visit him on [LinkedIn](#).



With more than 12 years in the Public Sector, Amelia Jakubczyk has been helping her customers understand contracts and has built lasting connections with them. SHI’s culture allows this to happen naturally to the point where Amelia says her customers feel “more like friends.” Joining SHI in 2009, she quickly gained experience and expertise as an Account Executive for Arizona and Nevada SLED and spent nearly a decade supporting state and local

governments. Now, Amelia takes on her newest role as the Senior Manager of Capture and Strategy, where she is confident that she has what it takes to build relationships with her customers and “find a path forward.” When she’s not working, Amelia can be found exploring outdoors in her home state of Colorado. There, she and her family enjoy biking, hiking, skiing, paddle boarding, and “getting off the grid” in their travel trailer to camp.

To learn more about Amelia, or to view her resume, connect with her on [LinkedIn](#).



Lisa Spurr is constantly seeking opportunities to learn and grow. She appreciates that SHI values its employees and fosters these opportunities, which is what first attracted her to the company. In fact, it’s that attitude that sets SHI apart for her and “the way people are really helpful and want to do the right thing for our customers and each other.”

Lisa has been in the technology industry for over 15 years, but in her current role at SHI as an Account Executive, her focus is on our education customers. She is responsible for understanding her customer’s business objectives, priorities, and initiatives so she can align their needs with SHI’s products, solutions, and capabilities. Lisa says she feels most rewarded when she is able to solve her customer’s problems by prioritizing their individual goals and maximizing company resources.

Residing in the Woodlands, Texas, Lisa enjoys the family-friendly atmosphere of the Houston suburb and can often be found walking and bike riding with her family.

To learn more about Lisa or to view her full resume, connect with her on [LinkedIn](#).



Jaye Romo joined the SHI family in 2020, coming from a nearly 30-year IT career across EMC, Datalink, Presidio, and US Signal. Given his depth of experience and detailed knowledge of the solutions SHI can provide, Jaye leverages his aptitude for logical problem solving to see challenges from opposing points of view to find an innovative and effective solution.

In his current role as Account Executive, Jaye manages the State of Illinois and Cook County. As a resident of Greater Chicago, Jaye is quick to point out that it is not just government he serves, but their clients – the residents of the State of Illinois and Cook County.

To learn more about Jaye and connect with him, check out his [LinkedIn](#).

v. Describe Offeror’s experience working with the government sector.

SHI Response:

The Government Affairs (G.A.) team is a value-add, internal resource designed to empower the OMNIA Account Team to deliver meaningful and exceptional outcomes. With deep and diverse government knowledge and acumen, the team of Government Affairs professionals helps facilitate grant acquisition and federal funding. It leverages its vast network of I.T. leaders to benefit your end-users and communities, facilitate grants acquisition and federal funding for higher education, and leverages their vast network of IT leaders to benefit your end-users and communities.

Led by Michael Esolda, a former CTO whose career was built upon Professional Development for Teachers and Professional Services for Staff, the Government Affairs team engages with partner organizations to monitor policy trends at all levels of government; attends influential IT industry conferences, collaborates with consultants to identify opportunities; and helps with special, customized projects designed to add value for government customers.

Existing as part of Government Affairs, our Educational Affairs team focuses solely on how technology enhances learning and provides equitable environments for all students and educators. Since 2020, four areas have emerged as vital to a successful learning community:

- Hybrid learning
- Immersive technologies
- esports
- Cybersecurity

With the massive implementation of hybrid learning, the increased use of immersive technologies, and the growing recognition of esports' benefits, comes an influx of new devices that need to be managed – and a growing need for cybersecurity. Technology and education are more inextricable than ever before – and that's not going to change any time soon. Our Educational Affairs team can help OMNIA stay ahead of emerging technologies. Working in tandem with our Professional Training team, we bring tremendous value and support to your initiatives.



Working symbiotically, your SHI Account and Government Affairs Teams will ensure that customers learning environments are transformative; collaborative; protected, and optimized. Our Solutions Specialists augment our strategic teams – including our Professional Training Team – and integrate value with every aspect of your procured technology. For more detailed information on this team, please visit [SHI Customer Services](#).

vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.

SHI Response:

In collaboration with the specific manufacturer or partner, your **Field Solutions Engineers** are dedicated to the Public Sector and geographically spread across the country, this team's mission is to help customers choose exactly the right technology solutions. FSEs are tightly aligned with our Account Executives to bring maximum value to our customers. This dedicated team is unique in the Public Sector Value-Added Reseller space, and our FSEs help customers compare competing software products and provide valuable technical insights on choosing the right solution for each unique organization. FSEs consult with customers, often helping them to avoid erroneous or superfluous costs. Additionally, they consider organizational skill sets, compatibility with current environment, redundancy, alignment with objectives, and total cost of ownership – all through a vendor-neutral lens. As a specific example, in the

last 12 months, our FSE team and our other sales teams have sourced over 2,000 different manufacturers' products.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

SHI Response:

Within the last five years, SHI has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending.

REFERENCES

viii. Provide a minimum of 5 **customer references** relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:

- a) Using a Microsoft Azure Solution
- b) Using an Amazon Web Solution (AWS) Solution
- c) Academic/education leveraging a cloud solution
- d) Using a PaaS solution
- e) Has purchased an IaaS solution
- f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

SHI Response:

Reference 1:

- Entity name: State of Florida
- Contact name: Tony Abid
- Contact title: Senior Systems Engineer
- Contact email: Tony.Abid@dot.state.fl.us
- City, State: Tallahassee, Florida
- Years serviced: 8 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately \$45 million in cloud sales in the last 2 years

Reference 2:

- Entity name: State of Alabama
- Contact name: Roy Case
- Contact phone: 334-206-7000
- Contact email: Roy.case@adph.state.al.us
- City, State: Montgomery, Alabama
- Years serviced: 5 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately \$15 million in cloud sales in the last 2 years

Reference 3:

- Entity name: City of Baltimore
- Contact name: Eric Wildberger
- Contact title: Sr. IT Project Manager
- Contact email: Eric.Wildberger@baltimorecity.gov
- City, State: Baltimore, Maryland
- Years serviced: 2 Years
- Description of services: AWS
- Annual volume: Approximately \$12 thousand in cloud sales in the last 2 years

Reference 4:

- Entity name: Commonwealth of Kentucky Office of Technology
- Contact name: Cody Taylor
- Contact phone: 502-584-9879
- Contact email: Cody.Taylor@ky.gov
- City, State: Frankfort, Kentucky
- Years serviced: 9 Years
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: \$31,648 Office 365 Users: 29000

Reference 5:

- Entity name: Commonwealth of Kentucky Department of Education (KETS)
- Contact name: Melissa Moore
- Contact phone: 502-564-2020
- Contact email: Melissa.Moore@education.ky.gov
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: \$32,751 Office 365 Users: 1,250,000

ix. Provide any additional information relevant to this section.

SHI Response:

Not Applicable.

TAB 5 – VALUE ADD

2.d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

SHI Response:

With our extensive experience administering cloud solutions and services contracts, we are confident that we will exceed the requirements of this request. We take pride in our ability to administer to the maximum benefit of the contract users.

When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each contract user. SHI serves as an advocate for the organizations and end-users that Region 4 ESC ultimately serves.

Following are some of the initiatives that SHI takes to maximize the value to all contract users.

Managed Services

Staying on top of technology trends has become increasingly expensive. With our deep understanding of cloud deployment, together with our expertise in cloud-based IT infrastructure, we can design unique solutions that make technology your trusted investment.

Let SHI help your organization—

- Transition to a cloud environment or extend the value of existing IT investment.
- Scale out quickly and affordably by running apps and workloads in the cloud.
- Boost productivity and collaboration with SharePoint Online.
- Work with full versions of Microsoft Office anytime, anywhere, and on virtually any device with Office 365.
- Implement flexible, affordable data backup and disaster recovery solutions by taking advantage of cloud services like Microsoft Azure.
- Safeguard organizational data by integrating enterprise identity management solutions like Active Directory with cloud services.

Security Planning Services

SHI will provide services within a Microsoft Azure Cloud environment to protect against spyware and malware, data interception, identity theft, viruses, and hacking attempts. Standard best practices for security are given priority importance, to include the following:

- Acceptance of industry/organizational standards
- System development and maintenance
- Organizational continuity planning
- Compliance and governance

SHI One Overview

The SHI One Management Platform is a portal for customers to manage both cloud and IT services bought through SHI. It gives customers a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support, and more time on strategic initiatives to drive their business forward.

SHI One enables customers to perform the following self-services on a single platform:

User Management

Control who can access SHI One by adding, editing, and removing users, assigning their security groups, and granting different levels of user permissions.

Team Management

Control which teams can access which contracts and submit technical, billing, or account management tickets.

Invoice History

All Amazon Web Service (AWS), Azure Cloud Service Provider (CSP), and O365 CSP basic, professional, and managed customers can view and send invoices to the requested contact on file.

AWS Account View

Accessed within the SHI One portal, the AWS Account View allows companies to view their AWS Accounts that are resold through SHI, including the level of support provided by SHI and provided by AWS. As an added benefit, Region 4 ESC can view all AWS accounts managed and resold by SHI via a single dashboard. Additionally, you can track the service levels with SHI and associated service levels with AWS.

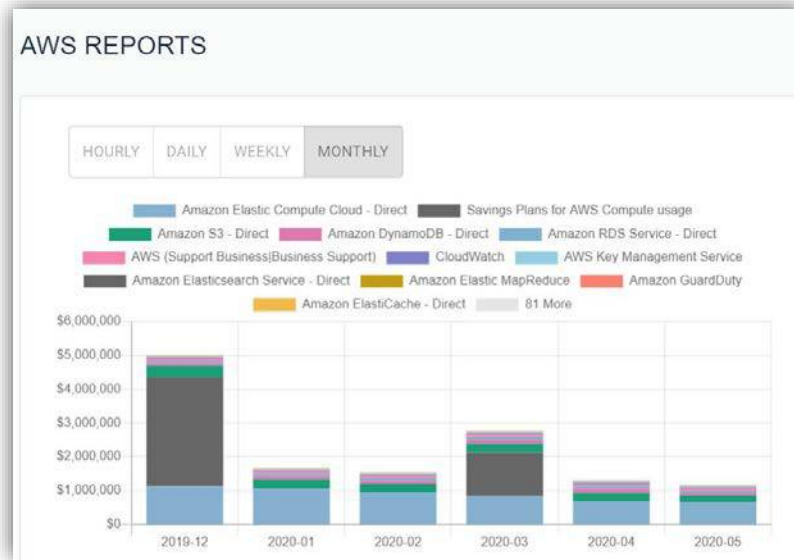
Account	Type	Switch Role	Support Level	Support Level
Test ABC Payer 123456789012	Payer		BASIC	BASIC
Test ABC Linked One 456789012345	Linked		DEVELOPER	BASIC
Test ABC Linked Two 567890123456	Linked		BUSINESS	BASIC
Test ABC Linked Three 678901234567	Linked		PREMIUM	BASIC
Test XYZ Payer 234567890123	Payer		BASIC	MANAGED
Test XYZ Linked One 789012345678	Linked		BUSINESS	MANAGED
Test XYZ Linked Two 890123456789	Linked		BUSINESS	MANAGED
Test JKL Payer 901234567890	Payer		BASIC	PROFESSIONAL

AWS Reporting

AWS Reporting provides views of AWS consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options, including custom perspectives that SHI can help configure
- Export to excel



Azure Account View

Accessed within the SHI One portal, the Azure Account View provides a view of Azure consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options including custom perspectives that SHI can help configure
- Export to excel

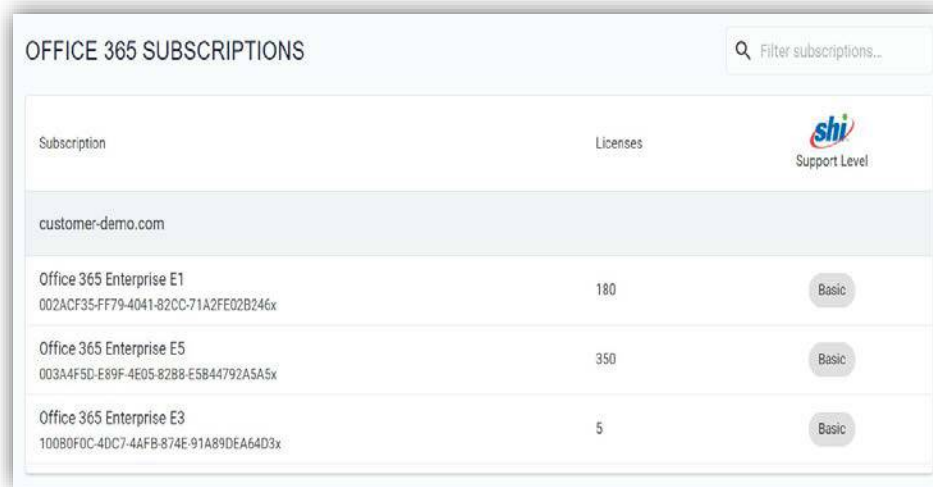


Monitoring

The Monitoring Dashboard shows any alerts in AWS Accounts and Azure Subscriptions, as well as an overview of any alerts within AWS Accounts and Azure Subscriptions, enabling the user to see a list of alerts and drill down further into the alert itself.

O365 Account View

Accessed within the SHI One portal, the O365 Account View allows companies to view their Office 365 subscriptions that are resold through SHI’s Cloud Service Provider (CSP) Program, including the level of support provided by SHI. As an added benefit, Region 4 ESC can view all Office 365 subscriptions managed by SHI under the CSP program via a single dashboard. Additionally, you can track the technical support service level purchased with SHI.



Subscription	Licenses	Support Level
customer-demo.com		
Office 365 Enterprise E1 002ACF35-FF79-4041-82CC-71A2FE02B246x	180	Basic
Office 365 Enterprise E5 003A4F5D-E89F-4E05-82B8-E5B44792A5A5x	350	Basic
Office 365 Enterprise E3 10080F0C-4DC7-4AFB-874E-91A89DEA64D3x	5	Basic


O365 Backup as a Service

The O365 Backup as a Service is a self-service cloud backup solution that protects a company from data loss and enables the customer to restore deleted or corrupted data quickly and easily.


Benefits—

- Customer self-service through the click of a button
- Search for and restore lost data in seconds
- Choose which accounts to back up
- Unlimited back-up
- Digital statement of work (SOW) speeds up the onboarding process
- Cloud-to-cloud backup on Azure – nothing on-premises


PROTECT PRODUCTIVITY DATA




Exchange
Email · Calendar
Contacts Tasks Notes
Public Folders



SharePoint
Lists · Files · Versions
Team sites · Subsites
Site collections



OneDrive
Folders
Files
Versions



Teams
Notebook · Calendar
Files · Conversations
Modern Team · Sites

☰ CLOUD

☰ AWS

Reports

Accounts

Cost Allocation Tags

Optimization

Invoices

Billing

Azure

Reports

Subscriptions

Service Catalog

Invoices

Office 365

Subscriptions

Optimization

Backup

Invoices

Invoice	Date	Purchase Order	Amount
<input type="checkbox"/> 01234564	2020-09-02	AWS-PFEB2020	\$1,232,676.87
<input type="checkbox"/> 01234563	2020-02-02	AWS-PJAN2020	\$1,232,676.87
<input type="checkbox"/> 01234562	2020-01-02	AWS-PIDEC2019	\$1,232,676.87
<input type="checkbox"/> 01234561	2019-12-02	AWS-PNOV2019	\$1,432,676.87
<input type="checkbox"/> 01234560	2019-11-02	AWS-POCT2019	\$1,138,676.87
<input type="checkbox"/> 01234579	2019-10-02	AWS-POSEP2019	\$1,138,676.87
<input type="checkbox"/> 01234578	2019-09-02	AWS-POAUG2019	\$1,229,676.87
<input type="checkbox"/> 01234577	2019-08-02	AWS-POJUL2019	\$1,138,433.87
<input type="checkbox"/> 01234576	2019-07-02	AWS-POJUN2019	\$1,643,676.87
Total			\$1,947,288.88

Customer Innovation Center

SHI recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center.

TAB 6 – APPENDIX C - ADDITIONAL REQUIRED DOCUMENTS

Please see the following pages for the completed forms.

- Doc #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)
- Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- Doc #4 Texas Government Code 2270 Verification Form

Doc #1 Region 4 ESC's Open Records Policy

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

May 3, 2022
Date

Jim Calabrese Proposal Specialist
Authorized Signature & Title

Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
 (Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	SHI Government Solutions	Contact	<i>Dan Calabrese</i>
			Signature
			Dan Calabrese
			Printed Name
Address	3828 Pecana Trail		Proposal Specialist
			Position with Company
	Austin, TX 78749	Official Authorizing Proposal	<i>Dan Calabrese</i>
			Signature
			Dan Calabrese
			Printed Name
Phone	(800) 870-6079		Proposal Specialist
			Position with Company
Fax	n/a		

Doc #4 Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Dan Calabrese, as an authorized representative of

SHI Government Solutions, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Dan Calabrese

Signature of Named Authorized Company Representative

May 3, 2022

Date

SUPPORTING DOCUMENTS

ADDENDUM ACKNOWLEDGEMENTS

SHI acknowledges the following addendums:

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4

AWS PARTNER PACKAGE



Amazon Web Services Partner Package – US State and Local Government, and Education

Q1 2022

“This document is provided for informational purposes only. It represents AWS’s current product offerings and practices as of the date of issue of this document and is subject to change. Customers are responsible for making their own independent assessment of the information in this document and any use of AWS’s products or services. This document does not create any warranties, representations, contractual commitments, conditions or assurances from AWS, its affiliates, suppliers or licensors. The responsibilities and liabilities of AWS to its customers are controlled by AWS agreements, and this document is not part of, nor does it modify, any agreement between AWS and its customers. For current prices for AWS services, please refer to the AWS website at www.aws.amazon.com.”

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How to Use this Document

This document contains information on the most frequently requested proposal topics from our Amazon Web Services, Inc. (AWS) Partner Network (APN) Partners. Please reach out to your proposal manager if you need additional information to meet specific request for proposal/quotation/tender, etc. (RFx) requirements.

The content in this document is intended as informational material regarding AWS Cloud services that may be used to inform your responses to particular RFxs from your public sector customers. While AWS encourages you to rely on the Partner Package content to help you formulate your response, you may not attach the Partner Package to your response or copy and paste Partner Package content into your response without prior consent from AWS. Graphics or images may be copied and pasted into your response as long as: (1) clear and appropriate attribution is given to AWS or the third party source of such images and (2) such images are copied in their entirety and without modification.

AWS is not a party to any contract resulting from a proposal or tender. As it relates to your RFx response, AWS is a supplier—not a subcontractor—and we are not submitting a joint response or co-drafting a project scope. Your response must be on your letterhead and in your voice. AWS cannot write your response—or any part of your response—on your behalf.

1.0 AWS Overview

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. Amazon then embarked on a much broader mission of serving a new customer segment—developers and businesses—with web services customers can use to build sophisticated, scalable applications. Today, Amazon Web Services, Inc. (AWS) is the world’s most comprehensive and broadly adopted cloud platform.

Since our inception in 2006, AWS has been an innovator in cloud computing, making over 200 services available to customers. AWS reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. We also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Our continual innovation helps healthcare customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

1.1 State and Local Government and Education

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

What makes AWS a leader for Internet of Things (IoT) for smart cities and digital government?

AWS has been named a leader in worldwide applications platforms for smart cities according to the [IDC MarketScape: Worldwide IoT Applications Platforms for Smart Cities 2019–2020 Vendor Assessment \(doc # US43580918, January 2020\)](#). The report assessed the market landscape on IoT applications platforms for enabling smart cities.

According to the IDC MarketScape report, “Given the breadth of solutions and products offered and the interoperability with third-party developers and apps, AWS is a powerful platform for cities capable of handling this rapid pace of innovation and needed custom development work, and AWS offers relative ease for communities to scale for additional functionalities after initial deployment.”

1.2 What You Can Do with AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 175 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at [AWS Cloud Products](#). This makes it faster, easier, and more cost effective to move your existing applications to the cloud and build nearly anything you can imagine.

AWS offerings can be developed and managed by a range of [programming languages](#), [governance tools](#), networking services, and application augmentation services that integrate with other AWS Cloud services. These supporting components have multiple interfaces to AWS application programming interface (API)-based services, including software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools. AWS tools and features enable you to maintain consistent controls without restricting development velocity.

The following are some of the inventive ways in which the state and local government and educational institutions can use AWS.

1.2.1 State and Local Government

- [Health and human services \(HHS\)](#) agencies can use [big data analytics](#) and [machine learning](#) on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.
- [Justice and public safety](#) customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- [Digital government](#) solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- [Elections](#) administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create [data lakes](#) to connect disparate [homeless management information system](#) data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.
- AWS offers a business continuity solution called [CloudEndure Disaster Recovery](#) that minimizes downtime and data loss by providing fast, reliable, cloud-based disaster recovery. The solution continuously replicates applications from physical, virtual, or cloud-based infrastructure to a low-cost staging area that is automatically provisioned in any target AWS Region of choice.

1.2.2 Support for Remote Work and Learning

- Government agencies and educational institutions can quickly set up a cloud-based contact center with [Amazon Connect](#) for IT helpdesks and other departments needing to provide inbound and outbound support.
- If you need to deliver personal cloud desktops to support remote work scenarios, you can use [Amazon WorkSpaces](#) to provision either Windows or Linux desktops in just a few minutes and quickly scale to provide thousands of desktops to users, anywhere.
- If you need to virtualize computer lab spaces to support online distance learning, you can centrally manage desktops and applications on [Amazon AppStream 2.0](#) and securely deliver them to any computer using a web browser.

1.2.3 Education

- [K12 and Primary Education](#) can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- [Higher Education Institutions](#) can support on-demand campus-wide IT management, easily deploy big data solutions, reduce their overall IT costs, and accelerate their research timelines by focusing on science rather than infrastructure.
- Join [AWS Educate](#) to access online learning modules for cloud computing to your students and virtual cloud labs to your faculty at no cost.
- [EdTechs](#) can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

1.3 Resources for Supporting Customers during COVID-19

AWS provides highly scalable and reliable infrastructure capacity, technical support, and AWS Cloud services to help customers with their research, remote work and learning, and other solutions to address their needs and the effects this is having on communities and businesses. The following are resources that may be helpful to you as you support customers during the pandemic:

AWS-Wide Resources:

- [AWS Initiatives and Response to COVID-19](#)

Healthcare Resources:

- [Getting Started with a Healthcare Data Lake](#)
- [Using Machine Learning to Support Healthcare during a Pandemic](#)
- [Building Multilingual SMS Chatbot Campaigns to Support COVID-19 Patients Remotely](#)

Local Government:

- [Using the Cloud to Help Labor, Workforce, and Human Services Agencies Cope with Increased Demand for Services](#)
- [Optimizing your Call Center to Improve Citizen Services with the Cloud](#)

- [Mission: Addressing Food Insecurity](#)
- [How to Use AWS Tools to Build a Data-Driven Return-to-Work Strategy](#)

Education and Research:

- [How to Build a Chatbot for your School in Less than an Hour](#)
- [Resources for Researchers and Institutions to Work Remotely](#)
- [Advice and Resources for Transitioning to Remote Learning, from the AWS Educate Community](#)

2.0 Benefits of Working with the AWS Partner Network (APN)

Amazon Web Services (AWS) recommends the [AWS Partner Network](#) (APN) for managed services. APN provides an extensive community of partner companies that offer solutions in areas such as value-added software, developer tools, and consulting expertise to help deploy and manage mission-critical workloads in the AWS Cloud. The APN program provides technical, business, and marketing support for this growing partner community.

- **APN Consulting Partners:** APN Consulting Partners are professional services firms that help customers design, architect, build, migrate, and manage workloads and applications on the AWS Cloud. APN Consulting Partners include System Integrators (SIs), strategic consultancies, agencies, Managed Service Providers (MSPs), and Value-Added Resellers (VARs).
- **APN Technology Partners:** In addition to consulting services, customers can work with APN Technology Partners that provide software solutions that are either hosted on, or integrated with, the AWS Cloud. APN Technology Partners include Independent Software Vendors (ISVs) and vendors for Software as a Service (SaaS), Platform as a Service (PaaS), developer tools, management, and security.

APN has tens of thousands of partners from all across the globe, including partners with solutions and experience in delivering government, education, and nonprofit customer missions around the world. AWS has added more than 35,000 new APN Partners since January 2016. More information on APN, along with a directory of AWS partners, can be found on the [AWS Partner Network](#) page.

2.1 Benefits of APN for Customers

Many of our customers work in tandem with APN Consulting Partners and APN Technology Partners in order to leverage their experience in areas such as value-added software, established business applications, developer tools, and consulting expertise. APN provides access to qualified partners that resell AWS Cloud services and/or provide technical services to design, architect, build, migrate, and manage workloads and applications on AWS.

APN Partners receive several benefits that distinguish them from other vendors and provide them with resources that assist their customers:

- APN Partners have access to training, service information, certifications, and other resources that help them to be experts in the AWS Cloud. These resources, often provided at a discount to qualifying partners, help APN Partners be more competent and confident in the solutions they offer to customers.
- APN Partners have a direct line of access to AWS corporate resources – such as business developers, engineers, Solutions Architects, and more – to help build and enhance solutions that work the best for their customers. This level of support is not normally available to vendors and companies that do not participate in APN.
- APN Partners can attain [AWS Competencies](#) based on their specialization in key AWS solution areas. Attainment of an AWS Competency, which requires meeting or exceeding several requirements and passing a rigorous third-party audit of capabilities, is a public indication of the APN Partner’s ability to excel in an area of expertise. The AWS Public Sector Partner Program includes partners with solutions and experience in delivering on a combination of government, education, and non-profit customer missions around the world.
- AWS offers the [Solution Provider Program](#) – designed for systems integrators, managed service providers, value-added resellers, and other public sector partners – to resell AWS Services as part of a differentiated solution. Under this program, Authorized Solution Providers manage, service, support, and bill AWS accounts for end customers.

The Solution Provider Program includes a tiered discount structure based on technical capabilities and success in driving a new business. It includes flexible contracting options to help meet unique end customer requirements, and it provides partners with multiple AWS Support models that align with most AWS partner practices.

Visit the [Engage with AWS Partners](#) page to learn more about customer success stories with APN Partners, learn more about APN Partner specialties, and search for APN Partners by service, industry, workload, or solution. The [APN Journal](#) page provides additional information on how APN Partners are helping customers achieve success in the AWS Cloud.

3.0 Benefits of Cloud Computing

Table 1 highlights the benefits of cloud computing, many of which are unique to the AWS Cloud.

Table 1– Benefits of the Cloud

Benefit of Cloud	Benefit to Customers
Access to more functionality	Cloud computing gives you access a to broad selection of services that make it easier, faster, and more cost-effective to migrate your existing apps to the cloud and build nearly anything you could imagine. AWS has developed the broadest

	collection of services available from any cloud provider. We have been continually expanding our services to support virtually any cloud workload, and we now have more than 200 services . Refer to the 2021 Magic Quadrant for Cloud Infrastructure and Platform Services for a third-party assessment of AWS's broad service offerings.
Scalable applications	Rather than sitting on expensive idle resources or dealing with limited capacity, with cloud computing you can access as much or as little as you need and scale up and down as required with only a few minutes' notice. You can also design your applications to automatically and rapidly scale resources (and costs) up or down based on the actual demands on the system.
Increased speed and agility	In a cloud computing environment, new IT resources are only a click away, which means you reduce the time it takes to make those resources available to your developers from weeks to just minutes . This results in a dramatic increase in agility for the organization, since the cost and time it takes to experiment and develop is significantly lower. You also have continual access to the newest resources and services to keep your organization on the leading edge.
Parallel fleets	Many customers need to create pre-production, beta, and testing fleets to ensure the quality of their application at each stage of the development lifecycle. These parallel fleets are not always used optimally: expensive hardware may sit unused for long periods of time. In the cloud, you can provision testing fleets as you need them and simulate user traffic during load testing. You can also use parallel fleets as a staging environment for a new production release, enabling quick switchover from current production to a new application version with little or no service outages.
Increased pace of innovation	Since our inception, AWS has been an innovator in defining cloud computing by working to get new products to customers quickly, then rapidly iterating and improving on those products based on customer feedback . Our continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments.
Massive economies of scale	AWS's global footprint, efficiencies from automation, and economies of scale allow us to pass savings to you on a continuous basis. We continually focus on reducing our data center hardware costs, improving our operational efficiencies, lowering our power consumption, and passing savings back to customers. As of March 15, 2021, we have reduced prices 107 times since AWS launched in 2006. Additionally, we provide multiple pricing options that can save you 90% from on-demand rates if you choose to pre-purchase capacity or make use of spare capacity.
Minimal downtime	Cloud computing allows you to easily deploy applications across the country (or even the world), providing higher availability, lower latency, and a better experience at minimal cost. Our infrastructure is designed for physical redundancy and provides resilience, enabling uninterrupted performance , even in the event of power outages, internet downtime, floods, and other natural disasters. AWS currently has 6 geographic Regions and 22 Availability Zones throughout the United States. Information on each Region can be found at AWS Global Infrastructure .
Security and compliance	AWS customers obtain greater security in the cloud than is available in traditional data centers. The AWS Cloud infrastructure has been designed and managed in alignment with many regulations, standards, and industry best practices, and AWS manages over 2,500 security controls . AWS is under a constant state of audit to comply with multiple risk management and compliance regimes, all of which are described on the AWS Compliance page . AWS also offers a suite of services to help you manage security and compliance, including access control, encryption, and threat detection.
Auditability	The message-based interoperability of web services allows customer configuration and use of AWS products to be uniformly logged, monitored, and audited. AWS

[CloudTrail](#), for example, allows you to log, continuously monitor, and retain account activity related to actions across your AWS infrastructure—making it **easier for you to demonstrate compliance** with policies or regulatory standards.

Focus on core competencies The ultimate benefit of the cloud is that customers can spend less time on undifferentiated tasks and **more time focusing on the core competencies** that add value to their organizations.

4.0 Shared Responsibility Model

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer. This [shared responsibility model](#) can help relieve customers’ operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers—and in some cases, our AWS Partner Network (APN) Partners who work with those customers—control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS’s shared responsibility/security model is depicted in **Figure 1**.

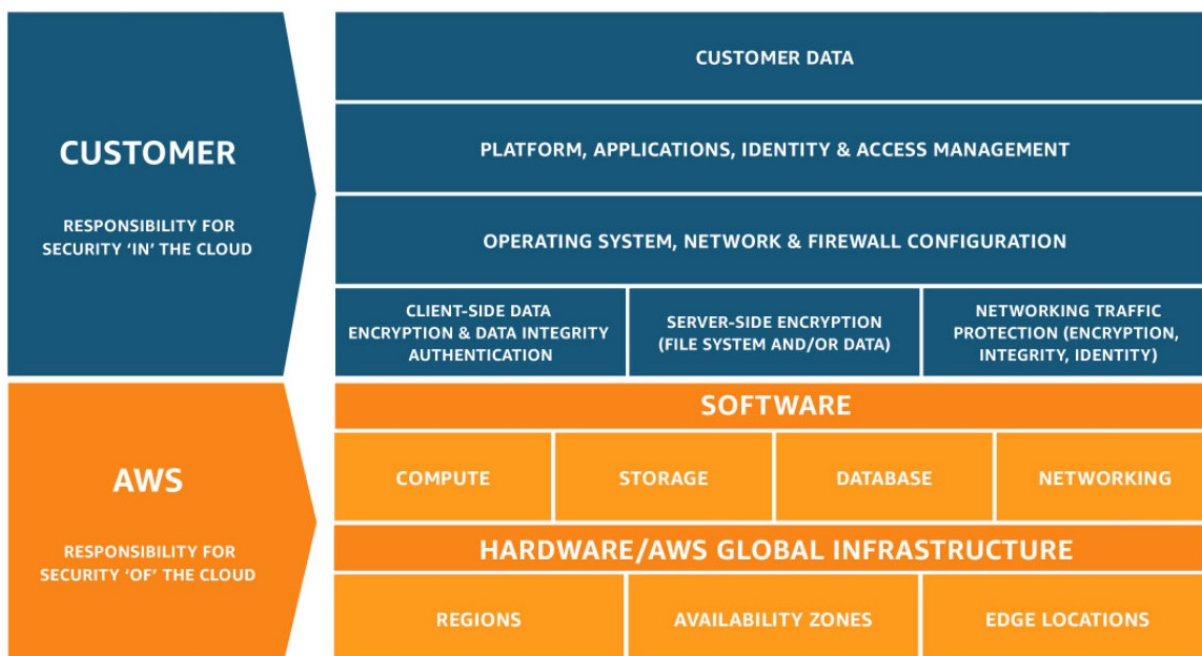


Figure 1 – AWS Shared Responsibility Model

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud)** – AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS

Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.

- **Customer/APN Partner Responsibility (Security in the Cloud)** – Customers/APN Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS's shared responsibility model is further explained on the [AWS Compliance](#) webpage.

4.1 Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/APN Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management** – AWS is responsible for patching and fixing flaws within the infrastructure, but customers/APN Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management** – AWS maintains the configuration of its infrastructure devices, but customers/APN Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training** – AWS trains AWS employees, but customer/APN Partners must train their own employees.

For example, services such as [Amazon Elastic Compute Cloud \(Amazon EC2\)](#), [Amazon Virtual Private Cloud \(Amazon VPC\)](#), and [Amazon Simple Storage Service \(Amazon S3\)](#) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

4.2 Data Privacy and Ownership

As a customer, you maintain ownership of your content, and you select which AWS Cloud services can process, store, and host your content. We do not access or use your content for any purpose without your consent. AWS gives you ownership and control over your content through simple, powerful tools that allow you to determine where your content will be stored, secure your content in transit and at rest, and manage your access to AWS Cloud services and resources for your users. We also implement responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of your content.

Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access** – As a customer, you manage access to your content and user access to AWS Cloud services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (such as [AWS CloudTrail](#)). We do not access or use your content for any purpose without your consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use your content or derive information from it for marketing or advertising.
- **Geographical Location of Data** – You choose the AWS Region(s) in which your content is stored. We do not move or replicate your content outside of your chosen AWS Region(s) without your consent, except as legally required and as necessary to maintain the AWS Cloud services.
- **Security** – You choose how your content is secured, including via tokenization, data decomposition, cyber detection, and encryption. We have developed a security assurance program that uses best practices for global privacy and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer you strong encryption for your content in transit and at rest, and we provide you with the option to manage your own encryption keys.
- **Disclosure of Customer Content** – We do not disclose customer content unless we're required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our [Amazon Law Enforcement Guidelines](#).

4.3 Customer Control of Data Residency

Some customers mandate [data residency](#)—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. However, regardless of the physical location, if IT systems are in any way connected to the internet (or other multi-party networks)—even indirectly—they are at considerable risk. In fact, most vulnerabilities are exploited remotely. In addition, manual processes present risk for human error, and insider threats prevail as a significant risk regardless of the data's physical location. Real world examples have shown that storing data on your own servers, in your own datacenter, in your own country, is by no means an adequate basis for securing your data.

AWS data centers are secure by design based on our physical and environmental [controls](#). Both Gartner and IDC concluded that the security posture of major cloud service providers (CSPs) is equal to or better than the best enterprise data centers, and

that security should no longer be considered a primary inhibitor to the adoption of public cloud services. In fact, customers actually benefit from the security native in the cloud.

Although data residency does not inherently mean stronger security, it is possible for customers to adhere to these regulations on AWS. Customers own their data and choose the Region(s) in which they store their data. AWS does not access customer data without their consent, and their data does not move unless the customer decides to move it. It is therefore possible for a customer to benefit from our inherited physical and environmental controls while still keeping their data within the United States. In addition, customers can build [hybrid cloud architectures](#) that integrate their on-premises and cloud operations for use cases such as data center extension and edge computing. Read more in our [Data Residency](#) policy perspectives whitepaper and [Hybrid Cloud with AWS](#) page.

5.0 Services Overview

AWS has been continually expanding its services to support virtually any cloud workload. We now have more than 200 fully featured services, with several highlighted in the following subsections and depicted in **Figure 2**. In addition, our [AWS Documentation](#) page provides user guides, developer guides, API references, and tutorials to help our customers and APN Partners get started on AWS and learn more about each of our services. You can also watch videos or read through AWS reference architectures and architecture whitepapers at [AWS Architecture Center](#). Further, you can visit the AWS [This is My Architecture](#) web page for innovative cloud architectures from customers and APN Partners.



Amazon Web Services Partner Package – US State and Local Government, and Education

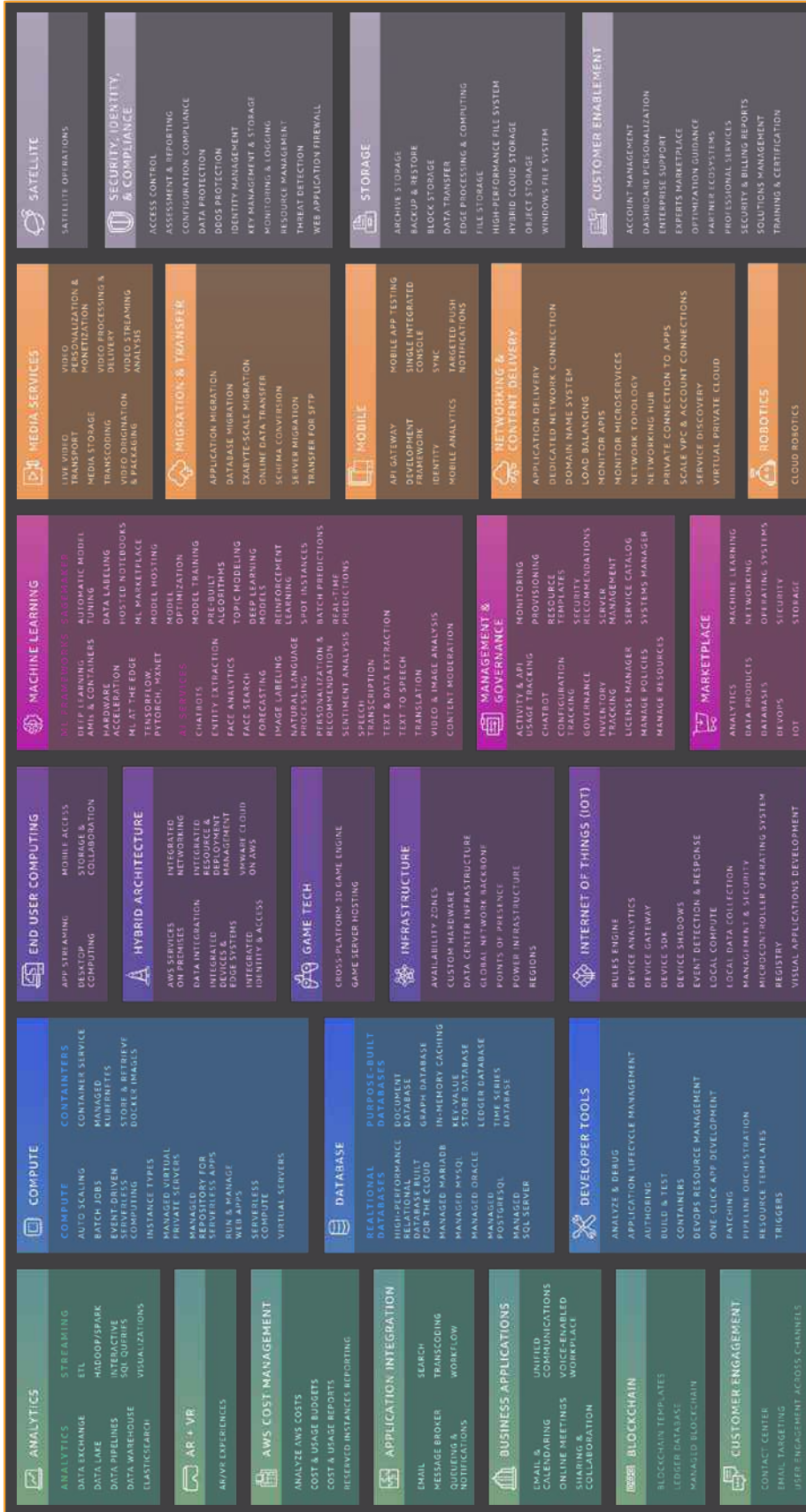


Figure 2 – AWS Depth and Breadth of Services

5.1 Compute Services

AWS offers a comprehensive portfolio of [compute services](#), allowing you to develop, deploy, run, and scale your applications and workloads. Our compute services range from virtual machines and servers with [Amazon EC2](#) and [Amazon Lightsail](#), to containers with [Amazon Elastic Container Service \(Amazon ECS\)](#) and [AWS Fargate](#), to serverless with [AWS Lambda](#), and more.

Did you know?

80% of all containerized applications running in the cloud run on AWS.

5.2 Storage Services

AWS offers a complete range of [cloud storage services](#) to support both application and archival compliance requirements. Select from object, file, and block storage services—like [Amazon S3](#), [Amazon Elastic File System \(Amazon EFS\)](#), [Amazon FSx](#), and [Amazon Elastic Block Store \(Amazon EBS\)](#)—and archive, backup, and hybrid storage—like [Amazon S3 Glacier](#), [AWS Backup](#), and [AWS Storage Gateway](#).

Did you know?

- Amazon S3 is designed for 99.999999999% (11 9's) of durability, and stores data for millions of applications for companies all around the world.

5.3 Database Services

AWS offers fully managed [database services](#) such as relational databases for transactional applications ([Amazon Aurora](#) and [Amazon Relational Database Service \[Amazon RDS\]](#)), non-relational databases for internet-scale applications ([Amazon DynamoDB](#)), a data warehouse for analytics ([Amazon Redshift](#)), an in-memory data store for caching and real-time workloads ([Amazon ElastiCache](#)), a graph database for building applications with highly connected data ([Amazon Neptune](#)), a time series database for measuring changes over time ([Amazon Timestream](#)), a document database ([Amazon DocumentDB](#)), a wide column store ([Amazon Managed Apache Cassandra Service](#)), and a ledger database to maintain a complete and verifiable record of transactions ([Amazon Quantum Ledger Database \[Amazon QLDB\]](#)).

Did you know?

- On September 30, 2019, Amazon's Consumer business turned off its final Oracle database after migrating nearly 7,500 databases and 75 petabytes of data across hundreds of items to AWS database services.
- Amazon Aurora is the fastest growing service in the history of AWS. Tens of thousands of AWS customers use Amazon Aurora for their relational databases.

5.4 Analytics Services

Each analytic service AWS provides is purpose-built for a wide range of analytics use cases such as interactive analysis ([Amazon Athena](#)), big data processing using Apache Spark and Hadoop ([Amazon EMR](#)), data warehousing ([Amazon Redshift](#)), real-time analytics ([Amazon Kinesis](#)), operational analytics ([Amazon OpenSearch Service](#)), data

catalog ([AWS Glue](#)), integrated data lake service ([AWS Lake Formation](#)), dashboards and visualizations ([Amazon QuickSight](#)), and more.

Did you know?

AWS hosts more than 10,000 of data lakes.

5.5 Networking and Content Delivery Services

AWS [networking and content delivery services](#) enable you to isolate your cloud infrastructure with [Amazon VPC](#), scale your request handling capacity with [Elastic Load Balancing](#), and connect your physical network to your private virtual network with [AWS Direct Connect](#). We also offer a secure global content delivery network (CDN) with [Amazon CloudFront](#) and a scalable cloud Domain Name Service (DNS) with [Amazon Route 53](#).

To build a network for microservices architectures, AWS enables customers to application-level networking for containers and microservices ([AWS App Mesh](#)), create, maintain, and secure APIs at any scale ([Amazon API Gateway](#)), and discover AWS Cloud services connected to your applications ([AWS Cloud Map](#)).

5.6 Migration and Transfer Services

Whether you are migrating a server, database, or raw data into the AWS Cloud, AWS offers a suite of tools to help you with your migration. [AWS Database Migration Service \(DMS\)](#) helps you migrate databases while the source database remains fully operational. The [AWS Snow Family](#) of devices helps you to physically transport up to exabytes of data into and out of the AWS Cloud. To help track your migration, [AWS Migration Hub](#) provides a single location to track the progress of application migrations across multiple AWS solutions. In addition, [AWS Application Discovery Service](#) helps you plan migration projects by gathering information about your on-premises data centers. [Migration Evaluator](#) delivers accurate data-driven recommendations to right-size and right-cost compute. [AWS Application Migration Service \(AWS MGN\)](#) allows you to quickly realize the benefits of migrating applications to the cloud without changes and with minimal downtime.

Did you know?

More than 450,000 databases have been migrated using AWS DMS.

5.7 Management and Governance Services

AWS provides a set of [management tools](#) that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. AWS provides four kinds of management tools that work together and are integrated with the AWS platform. These tools include provisioning tools such as [AWS Control Tower](#) and [AWS CloudFormation](#), operations management tools such as [AWS Systems Manager](#), monitoring and logging tools such as [Amazon CloudWatch](#), configuration management services such as [AWS Config](#) and [AWS OpsWorks](#), monitoring and auditing tools such as [Amazon CloudWatch](#) and [AWS CloudTrail](#), and more.

Did you know?

- Amazon CloudWatch monitors more than 1 quadrillion (or 1000 trillion) metric observations per month, with over 1 million customers using the service weekly.

5.8 Security, Identity, and Compliance Services

AWS provides [security tools and services](#) that can help you every step of the way to ensure understanding of and transition to a secure cloud, from encryption with [AWS Key Management Service \(KMS\)](#) to threat detection with [Amazon GuardDuty](#) to Distributed Denial of Service (DDoS) protection with [AWS Shield](#). [AWS Identity and Access Management \(IAM\)](#) allows customers to have granular control over access to your services. Furthermore, [Amazon Macie](#) can help you discover, classify, and protect your most sensitive data.

5.9 Developer Tools

The [AWS Developer Tools](#) is a set of services designed to enable developers and IT operations professionals practicing [DevOps](#) to rapidly and safely deliver software. Together, these services help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment.

5.10 Machine Learning and Artificial Intelligence Services

AWS offers pre-trained AI services for computer vision ([Amazon Rekognition](#)), language ([Amazon Polly](#), [Amazon Comprehend](#), [Amazon Textract](#), [Amazon Translate](#), [Amazon Transcribe](#), and [Amazon Lex](#)), recommendations ([Amazon Personalize](#)), and forecasting ([Amazon Forecast](#)), with several more in preview. AI services easily integrate with your applications to address common use cases such as personalized recommendations, modernizing your contact center, improving safety and security, and increasing customer engagement. In addition, [Amazon SageMaker](#) helps you to quickly build, train and deploy [machine learning](#) models at scale.

Amazon SageMaker removes the heavy lifting from each step of the machine learning process to make it easier to develop high quality models. SageMaker provides all of the components used for machine learning in a single toolset so models get to production faster with much less effort and at lower cost. SageMaker includes features specific to the various stages of ML model development and launch: Collect and Prepare, Build, Train and Tune, and Deploy.

Did you know?

Amazon SageMaker provides Managed Spot Training to help you to reduce training costs by up to 90%.

5.11 IoT Services

[AWS IoT](#) provides broad and deep functionality and brings together data management and rich analytics so that you can build IoT solutions for virtually any use case across a wide range of devices. Our device software ([FreeRTOS](#) and [AWS IoT Greengrass](#))

enables you to securely connect devices, gather data, and take intelligent actions locally—even when internet connectivity is not available. Our control services ([AWS IoT Core](#), [AWS IoT Device Defender](#), [AWS IoT Device Management](#), and [AWS IoT Things Graph](#)) allow you to control, manage, and secure large and diverse device fleets. Finally, our data services ([AWS IoT Analytics](#), [AWS IoT Events](#), and [AWS IoT SiteWise](#)) help you extract value from IoT data.

5.12 Mobile Services

AWS offers a suite of services for building and deploying mobile applications, including [AWS Amplify](#) for provisioning and managing backends for your mobile applications, [AWS Device Farm](#) for app testing, and [Amazon Pinpoint](#) for customer engagement.

5.13 Call Center Services

[Amazon Connect](#) provides a seamless omnichannel experience through a single unified contact center for voice and chat.

5.14 Hybrid Services

AWS offers [hybrid](#) cloud services that can help you integrate a mix of cloud, on-premises data centers, and edge locations. [VMware Cloud on AWS](#) is an integrated cloud offering jointly developed by AWS and VMware that allows organizations to seamlessly migrate and extend their on-premises VMware vSphere-based environments to the AWS Cloud. [AWS Outposts](#) is a hybrid cloud solution that brings the AWS infrastructure, services, APIs, management tools, and support to virtually any data center, co-location space, or on-premises facility.

5.15 AWS Marketplace

[AWS Marketplace](#) is an online store that helps customers find, buy, and immediately start using the software and services they need to build products and run their businesses. More than 310,000 active customers are using software from AWS Marketplace, which offers 50 categories from more than 1,600 independent software vendors.

5.16 Other Services

In addition to the types of services listed above, AWS also offers [services](#) for application integration, desktop apps, blockchain, quantum technologies, media streaming, satellite, robotics, AR/VR, game development, and more.

6.0 AWS Cloud Infrastructure

Our AWS Cloud infrastructure allows customers to build solutions that are more highly available, fault tolerant, and scalable than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world where we have multiple Availability

Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States (see **Figure 3**). Information on each Region can be found at the [AWS Global Infrastructure](#) page. The AWS products and services that are available in each region are listed at the [AWS Regional Services](#) webpage.

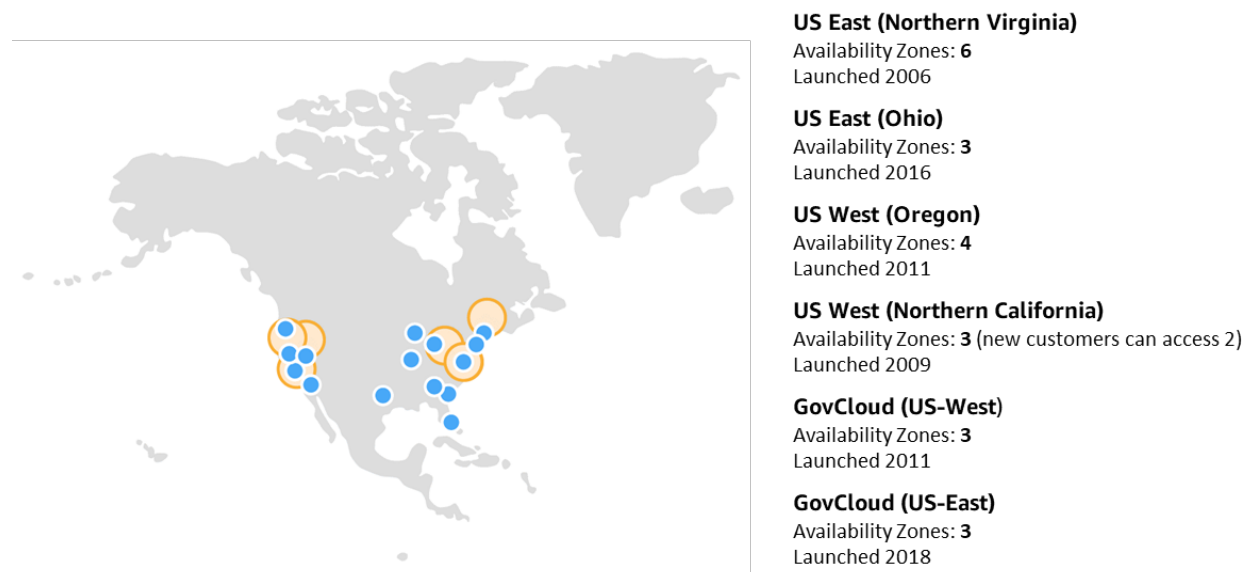


Figure 3 – Map of AWS Regions and Availability Zones in the US

Figure 4 illustrates the relationship between regions and Availability Zones.

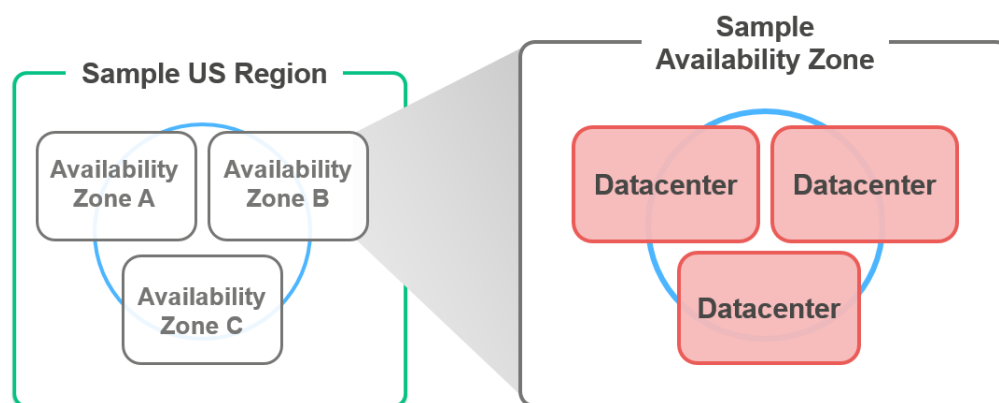


Figure 4 – Regions and Availability Zones

6.1 Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent

auditor validates the presence and operation of controls as part of our System and Organization Controls (SOC 1) Type 2 report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the SOC 1 Type 2 report.

6.2 Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (FDIC), our customers trust the independent third party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor.

To help you fulfill your own audit and regulatory requirements, we detail our controls on our [website](#).

6.3 Data Center Virtual Tours

You can take a [virtual tour](#) of our data centers. The following provides a list of each data center layer with a link to a virtual tour for each one.

- **Perimeter Layer** – AWS data center physical security begins at the [Perimeter Layer](#). This layer includes a number of security features depending on the location, such as security guards, fencing, security feeds, intrusion detection technology, and other security measures.
- **Infrastructure Layer** – The [Infrastructure Layer](#) is the data center building and the equipment and systems that keep it running. Components like back-up power equipment, the HVAC system, and fire suppression equipment are all part of the Infrastructure Layer. These devices and systems help protect servers and ultimately your data.
- **Data Layer** – The [Data Layer](#) is the most critical point of protection because it is the only area that holds customer data. Protection begins by restricting access

and maintaining a separation of privilege for each layer. In addition, we deploy threat detection devices, video surveillance, and system protocols, further safeguarding this layer.

- **Environmental Layer** – The [Environmental Layer](#) is dedicated to environmental considerations from site selection and construction to operations and sustainability. AWS carefully chooses our data center locations to mitigate environmental risk such as flooding, extreme weather, and seismic activity.

6.4 Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified.

Preventative maintenance is performed to maintain the continued operability of equipment.

- **Storage Device Decommissioning** – As part of AWS’s storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

AWS will provide the SOC 1 Type 2 report to customers under NDA. The [AWS Security Center](#) provides up-to-date information on AWS audits by independent third-party auditors.

7.0 Automatically Scaling your Resources

To be confident that your infrastructure can handle a spike in traffic, you can use AWS Auto Scaling and Elastic Load Balancing to automatically scale your AWS cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers.

7.1 Scaling

[AWS Auto Scaling](#) monitors your applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. The service provides a user interface that lets you build scaling plans for resources including [Amazon EC2](#) instances and Spot Fleets, [Amazon ECS](#) tasks, [Amazon DynamoDB](#) tables and indexes, and [Amazon Aurora](#) Replicas.

Auto Scaling maintains the number of instances that you specify by performing periodic health checks on the instances in the group. If an instance becomes unhealthy, the group terminates the unhealthy instance and launches another instance to replace it.

Auto Scaling policies can be used to automatically increase or decrease the number of running Amazon EC2 instances in a group of servers to meet changing conditions. When the scaling policy is in effect, the Auto Scaling group adjusts the desired capacity of the group and launches or terminates the instances as needed, either dynamically or on a schedule if there is a known and predictable ebb and flow of traffic.

7.2 Load Balancing

[Elastic Load Balancing](#) automatically distributes incoming application traffic across multiple targets, such as Amazon EC2 instances, containers, IP addresses, and AWS Lambda functions. It can handle the varying load of your application traffic in a single Availability Zone or across multiple Availability Zones. When combined with Auto Scaling,

the number of healthy nodes is automatically rebalanced with the other Availability Zones, and no manual intervention is required.

Elastic Load Balancing offers three types of load balancers that all feature the high availability, automatic scaling, and robust security necessary to make your applications fault tolerant:

- **Application Load Balancer** – Best suited for load balancing of HTTP and HTTPS traffic
- **Network Load Balancer** – Best suited for load balancing of Transmission Control Protocol (TCP) traffic where extreme performance is required
- **Classic Load Balancer** – Best suited for applications that were built within the Amazon EC2-Classic network

7.3 Monitoring and Alarms

Customers can use [Amazon CloudWatch](#) to collect and track metrics, collect and monitor log files, and set alarms. Customers can architect their solutions so that Amazon CloudWatch's metrics and alarms can work together with Auto Scaling and Elastic Load Balancing to dynamically deploy new instances on-demand, as depicted in **Figure 5**. This type of automation takes some of the administrative burden off of the customer and allows the infrastructure to manage itself on-the-fly.

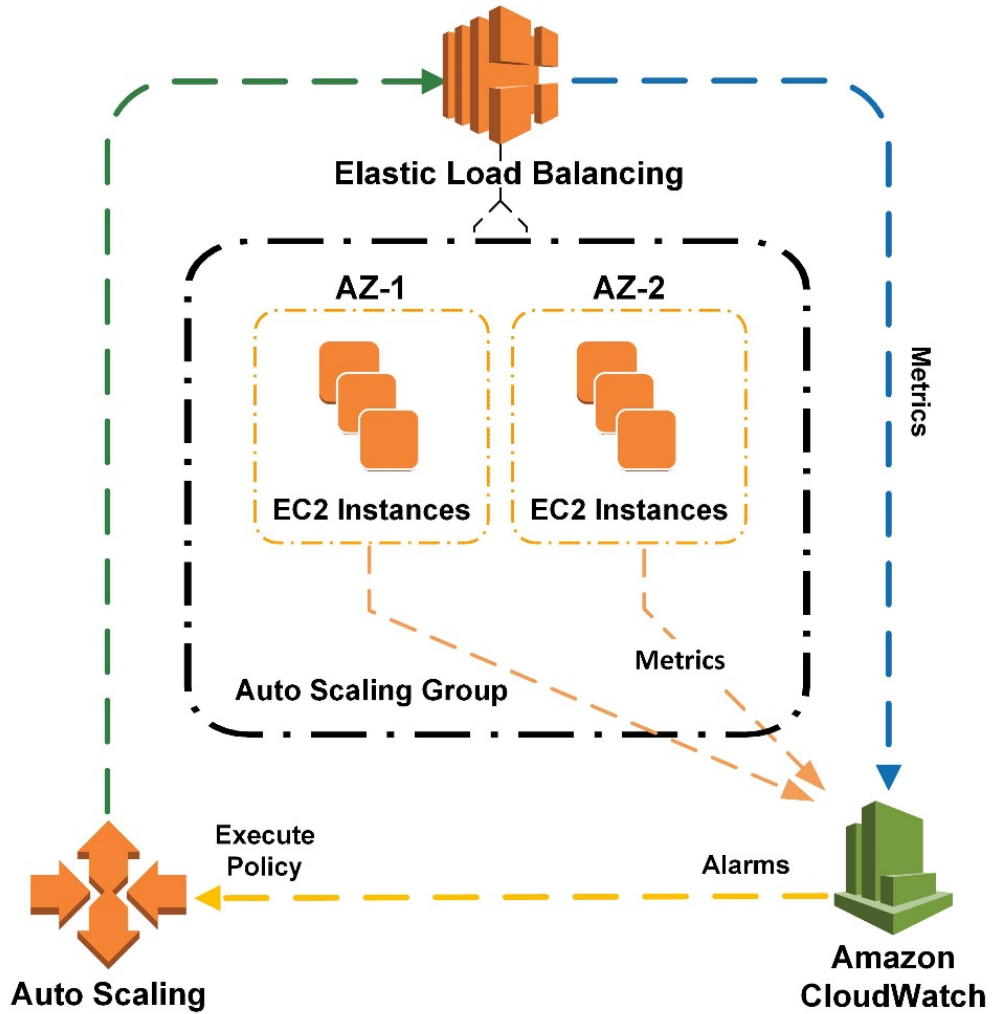


Figure 5 – Auto Scaling with Elastic Load Balancing and Amazon CloudWatch alarms

8.0 Architecting for High Availability and Reliability

Availability and reliability are shared responsibilities between AWS and the APN Partner/customer. AWS is responsible for ensuring that our services are continuously available and that we are prepared to handle a wide range of events that could affect our infrastructure. You are responsible for designing, deploying, and testing your applications on AWS to achieve the availability and resiliency you need, including for mission-critical applications that require almost no downtime. The following subsections further detail AWS and customer responsibilities for availability and reliability.

8.1 AWS Responsibility: Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into “cells” that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

8.2 Customer Responsibility: Designing for Availability and Reliability

While AWS goes to great lengths to provide availability and reliability *of* the cloud, our customers share responsibility for ensuring availability and reliability *within* the cloud. Some best practices we recommend for building highly resilient systems on the AWS Cloud include the following:

- **Design for Failure** – It is best practice to architect across multiple AZs in the same Region to achieve extremely high Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), and service availability. For mission-critical applications, it is best practice to architect across Regions to handle the rare case of an entire Region failing—perhaps as a result of a major physical attack.
- **Automate Failover and Recovery** – You can use [AWS Auto Scaling](#) to monitor your applications and automatically adjust capacity to maintain the optimal level to satisfy demand without over- or under-provisioning. You can also use [AWS](#)

[Personal Health Dashboard](#), which provides alerts and remediation guidance when AWS is experiencing events that may impact you. AWS Personal Health Dashboard can integrate with [Amazon CloudWatch](#) Events, enabling you to build custom rules and select targets such as AWS Lambda functions to define automated remediation actions.

- **Test your Recovery Procedures** – You can use a test environment to simulate different failures or to recreate scenarios that led to failures before. This exposes failure pathways that you can test and fix before a real failure scenario, reducing the risk of components that have not been tested before failing.

8.3 Service Level Agreements

AWS provides Service Level Agreements (SLAs) that apply to customer use of specific services. Due to the rapidly evolving nature of AWS Cloud service offerings, our SLAs are best reviewed directly on our website [here](#).

8.4 Resources and Reference Architecture

[Building Fault-Tolerant Applications on AWS](#) is a great introduction to achieving high availability in the cloud. In addition, the [AWS Well-Architected Framework](#) codifies the experiences of thousands of customers, helping customers assess and improve their cloud-based architectures and mitigate disruptions. Our [Reliability Pillar](#) whitepaper provides guidance to help you apply best practices to achieve reliability.

In addition, the [AWS Architecture Center](#) is designed to provide customers with the necessary guidance and application architecture best practices to build highly scalable and reliable applications in the AWS Cloud. These resources provide architectural guidance for design and implementation of systems that run on the AWS infrastructure.

Figure 6 provides a reference architecture for fault tolerance and high availability.

FAULT TOLERANCE & HIGH AVAILABILITY

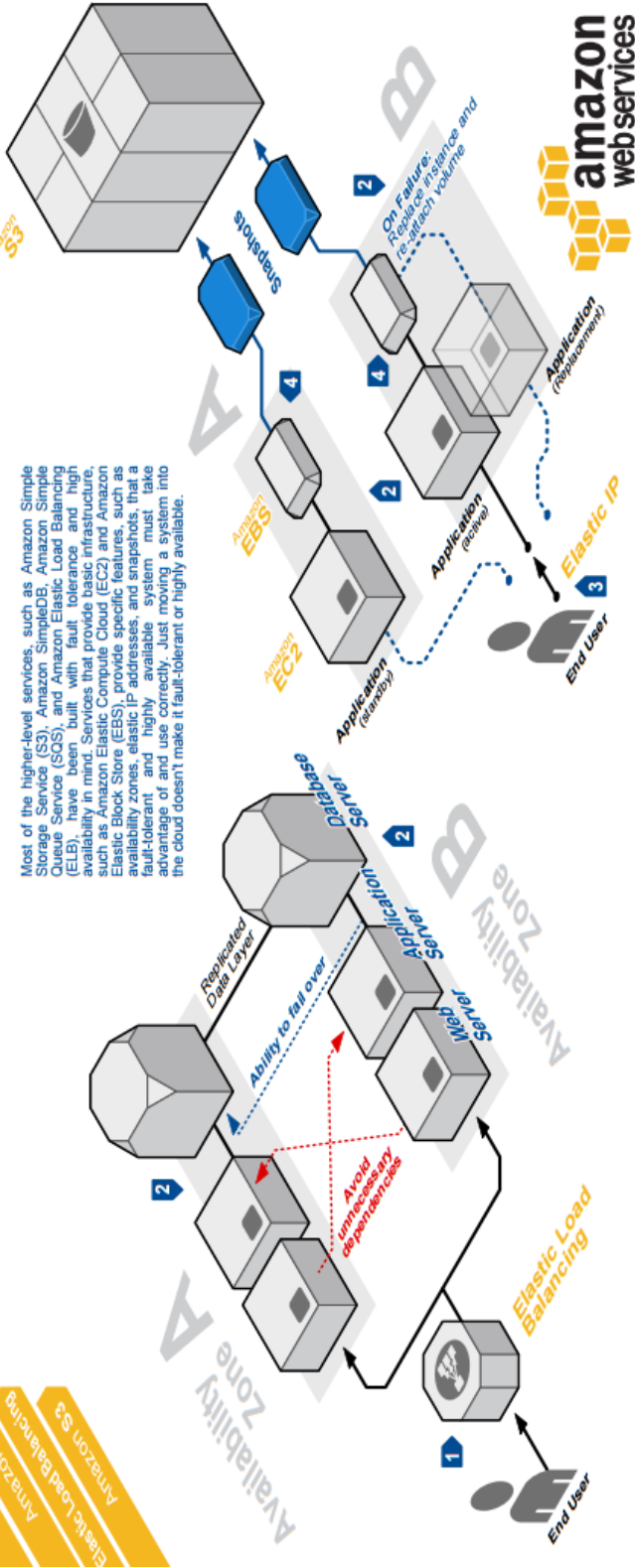
- Amazon S3
- Amazon Elastic Block Store (EBS)
- Amazon Elastic Load Balancing
- Amazon EC2
- Amazon Simple Storage Service (S3)
- Amazon Elastic Compute Cloud (EC2)
- Amazon Elastic Load Balancing (ELB)
- Amazon Simple Queue Service (SQS)
- Amazon Simple Storage Service (S3)
- Amazon Simple Storage Service (S3)

Amazon Web Services provides services and infrastructure to build reliable, fault-tolerant, and highly available systems in the cloud. These qualities have been designed into our services both by handling such aspects without any special action by you and by providing features that must be used explicitly and correctly.

Amazon EC2 provides infrastructure building blocks that, by themselves, may not be fault-tolerant. Hard drives may fail, power supplies may fail, and racks may fail. It is important to use combinations of the features presented in this document to achieve fault tolerance and high availability.

Fault Tolerance and High Availability of Amazon Web Services

Most of the higher-level services, such as Amazon Simple Storage Service (S3), Amazon SimpleDB, Amazon Simple Queue Service (SQS), and Amazon Elastic Load Balancing (ELB), have been built with fault tolerance and high availability in mind. Services that provide basic infrastructure, such as Amazon Elastic Compute Cloud (EC2) and Amazon Elastic Block Store (EBS), provide specific features, such as availability zones, elastic IP addresses, and snapshots, that a fault-tolerant and highly available system must take advantage of and use correctly. Just moving a system into the cloud doesn't make it fault-tolerant or highly available.



System Overview

- 1 Load balancing is an effective way to increase the availability of a system. Instances that fail can be replaced seamlessly behind the load balancer while other instances continue to operate. Elastic Load Balancing can be used to balance across instances in multiple availability zones of a region.
- 2 Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs. By placing Amazon EC2 instances in multiple AZs, an application can be protected from failure at a single location. It is important to run independent application stacks in more than one AZ, either in the same region or in another region, so that if one zone fails, the application in the other zone can continue to run. When you design such a

- 3 Elastic IP addresses are public IP addresses that can be programmatically mapped between instances within a region. They are associated with the AWS account and not with a specific instance or lifetime of an instance. Elastic IP addresses can be used to work around host or availability zone failures by quickly remapping the address to another running instance or a replacement instance that was just started. Reserved instances can help guarantee that such capacity is available in another zone.
- 4 Valuable data should never be stored only on instance storage without proper backups, replication, or the

ability to re-create the data, Amazon Elastic Block Store (EBS) offers persistent off-instance storage volumes that are about an order of magnitude more durable than on-instance storage. EBS volumes are automatically replicated within a single availability zone. To increase durability further, point-in-time snapshots can be created to store data on volumes in Amazon S3, which is then replicated to multiple AZs. While EBS volumes are tied to a specific AZ, snapshots are tied to the region. Using a snapshot, you can create new EBS volumes in any of the AZs of the same region. This is an effective way to deal with disk failures or other host-level issues, as well as with problems affecting an AZ. Snapshots are incremental, so it is advisable to hold on to recent snapshots.

Figure 6 – Fault Tolerant AWS Reference Architecture

9.0 Building Secure Solutions on AWS

AWS manages over 1,800 security controls to provide a secure environment for our customers. The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations. Our environmental systems are designed to minimize the impact of disruptions to operations, and our multiple Regions and Availability Zones allow customers to remain resilient in the face of most failure modes. AWS Regions are connected to multiple internet service providers (ISPs) as well as to a private global network backbone, which provides lower cost and more consistent cross-region network latency when compared with the public internet.

Remember that security is a shared responsibility between AWS and the APN Partner/customer, as discussed in **Section 4.0**. While AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud, APN Partners/customers control how they architect and secure their applications and data on the AWS Cloud. In addition, AWS provides [security documentation](#) that shows you how to configure AWS services to meet your security and compliance objectives.

The following subsections provide further information on some of our most-inquired-about aspects of security. You can find more detail about security and responsibilities in our [Overview of Security Processes](#) whitepaper and [AWS Security Best Practices](#), and by visiting the [AWS Cloud Security](#) and [AWS Security Documentation](#) pages.

9.1 Granting and Managing Account Access

Identity and access management are key parts of an information security program, ensuring that only authorized and authenticated users are able to access your resources, and only in a manner that you intend. Using [AWS Identity and Access Management \(IAM\)](#), you can create and manage AWS users and groups, assign them security credentials (e.g., access keys, passwords, and multi-factor authentication [MFA] devices), and use permissions to allow and deny their access to AWS resources. You can also request temporary security credentials for users who only require short-term access.

9.1.1 IAM Users

An [IAM user](#) is an entity that you create in AWS. The IAM user represents the person or service who uses the IAM user to interact with AWS. A user in AWS consists of a name, a password to sign into the [AWS Management Console](#), and up to two access keys that can be used with the API or CLI.

When you create an IAM user, you grant it permissions either by making it a member of a group that has appropriate permission policies attached (recommended) or by directly attaching policies to the user. You can also clone the permissions of an existing IAM

user, which automatically makes the new user a member of the same groups and attaches all the same policies.

A root user is a single sign-in identity that has complete access to all AWS Cloud services and resources in the account. It is a security best practice to *not* use your root account because of its complete access. Instead, create individual users and grant them each the minimum amount of privilege necessary, which is known as least privilege. Note that all users have zero privileges by default. You can manage users' privilege by individual user or by groups.

9.1.2 IAM Groups

An [IAM user group](#) is a collection of IAM users. You can use groups to specify permissions for a collection of users, which can make those permissions easier to manage for those users. For example, you could have a group called Admins and give that group the types of permissions that administrators typically need. Any user in that group automatically has the permissions that are assigned to the group. Note that a group is not truly an identity because it cannot be identified as a Principal in a [resource-based or trust policy](#). It is only a way to attach policies to multiple users at one time.

9.1.3 IAM Roles

An IAM role is very similar to a user, in that it is an identity with permission policies that determine what the identity can and cannot do in AWS. However, a role does not have any credentials (password or access keys) associated with it. Instead of being uniquely associated with one person, a role is intended to be assumable by anyone who needs it. An IAM user can assume a role to temporarily take on different permissions for a specific task. A role can be assigned to a [federated user](#) who signs in by using an external identity provider instead of IAM. AWS uses details passed by the identity provider to determine which role is mapped to the federated user.

9.1.4 Identity Federation

With [federation](#), you can use single sign-on (SSO) to access your AWS accounts using credentials from your corporate directory. Federation uses open standards such as [Security Assertion Markup Language 2.0](#) (SAML) to exchange identity and security information between an identity provider and an application.

9.1.5 Setting Granular Permissions

Access control policies are attached to users, groups, and roles to assign permissions to AWS resources. By default, IAM users, groups, and roles have no permissions; users with sufficient permissions must use a policy to grant the desired permissions.

Using policies, you can specify several layers of permission granularity. First, you can define specific AWS service actions you wish to allow or explicitly deny access to. Second, depending on the action, you can define specific AWS resources the actions can be performed on. Third, you can define conditions to specify when the policy is in effect (for example, if [MFA](#) is enabled or not).

9.1.6 Temporary Security Credentials

You can use the [AWS Security Token Service \(AWS STS\)](#) to create and provide trusted users with temporary security credentials that can control access to your AWS resources. Temporary security credentials are short-term and are not stored with the user; rather, they are generated dynamically and provided to the user when requested.

9.2 Tools for Logical Separation

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows you to define and provision your own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Your VPC is logically separated from other virtual networks on the AWS Cloud, and it allows you to launch your resources into an IP address range that you determine.

Within your VPC, you can create subnets, each with an associated route table. You can configure these route tables to control network traffic. You can attach an internet gateway to your VPC, allowing your Amazon EC2 instances to communicate with the public internet. You can also create private subnets that only allow your Amazon EC2 instances to communicate with each other. Our [Amazon VPC User Guide](#) provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like [VPC Peering](#), [AWS Transit Gateway](#), and [AWS PrivateLink](#), which allow your VPCs to communicate with each other and with your other services on the AWS Cloud both securely and privately.

9.3 Tools for Encryption

All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, you can provide protection for your content against unauthorized users and against unnecessary exposure to authorized users. The combination of [AWS Key Management Service \(KMS\)](#) and [AWS CloudHSM](#) is the centerpiece of a rigorous encryption solution.

AWS KMS helps you manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for your master keys. You can define your key aliases as well as key-level policies. The policies help you define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage.

AWS CloudHSM is a cloud-based hardware security module (HSM) that enables you to easily generate and use your own encryption keys on the AWS Cloud. It helps you meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs.

9.3.1 Protecting Data at Rest

Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of your data. [Amazon S3](#) allows you to encrypt content by selecting a KMS key on object upload. [Amazon EBS](#) allows you to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. [Amazon RDS](#) allows you to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots).

You also have the option of implementing your own encryption-at-rest approach. For example, you can encrypt content before storing in an AWS Cloud service. Amazon S3 provides you the facility to upload an already encrypted object. It also provides the ability for you to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, you must supply the same key.

9.3.2 Protecting Data in Transit

When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. You have full control over your computing resources to implement encryption in transit across your services. Additionally, the [AWS Certificate Manager \(ACM\)](#) service provides you the ability to manage and deploy public and private certificates for your workloads. You can also leverage virtual private network (VPN) connectivity into your VPC or across your VPCs to facilitate encryption of traffic.

9.4 Automating your Security and Compliance

AWS offers a variety of security tools that you can use to secure the applications you build on the AWS Cloud, from AWS CloudTrail and AWS CloudWatch for logging and monitoring, to Amazon GuardDuty for threat detection, to AWS Shield for DDoS protection. Our [Security, Identity, and Compliance on AWS](#) page provides a more complete listing and details on the myriad services we offer. Customers can use these tools—and the tools of our APN Partners—to automate security.

9.5 Penetration Testing

AWS customers are responsible for all scanning, penetration testing, file integrity monitoring, and intrusion detection for their Amazon EC2 instances, Amazon RDS databases, and various other applications. (Refer to the [Penetration Testing](#) page for terms of service regarding penetration testing.) Penetration tests should include customer IP addresses and not AWS endpoints. AWS endpoints are tested as part of AWS compliance vulnerability scans.

9.6 Data Breaches

AWS and customers/APN Partners share responsibility for responding to data breaches, and AWS customers and APN Partners retain the responsibility to monitor

their own environment for privacy breaches. The [AWS SOC reports](#) provide an overview of the controls that are in place to monitor the AWS managed environment, and we recommend that you consider implementing the following best practices to protect against and detect security breaches:

- Use encryption to secure your data.
- Configure your AWS Cloud services to keep your data secure. AWS provides information on how to secure your resources in our [security documentation](#).
- Implement least privilege permissions for access to your resources and data.
- Use monitoring tools like Amazon CloudWatch to track when your data is accessed and by whom.
- Review AWS [Best Practices for Security, Identity, and Compliance](#) page for additional information on how to protect against and detect security breaches.

APN Partners/customers are responsible for reporting incidents involving customer storage, virtual machines, and applications (for more information, refer to our [Vulnerability Reporting](#) page). AWS maintains the [AWS Security Bulletins](#) webpage to notify customers of security and privacy events affecting AWS Cloud services. Customers can subscribe to the Security Bulletin RSS Feed to keep abreast of security announcements on the Security Bulletin webpage. The customer support team maintains a [Service Health Dashboard](#) webpage to alert customers to any broadly impacting availability issues.

9.7 Security for New AWS Software

AWS Cloud services in production are managed in a manner that preserves their confidentiality, integrity, and availability. AWS has implemented secure software development procedures that are followed to ensure appropriate security controls are incorporated into the application design. As part of the application design process, new applications must participate in an AWS Security review, including registering the application, initiating the application risk classification, participating in the architecture review and threat modeling, performing code review, and performing a penetration test.

10.0 AWS Training and Certification

[AWS Training & Certification](#) offers the cloud skills enablement resources that government entities need to modernize their agencies, create a culture of innovation, and attract, develop, and retain cloud talent. We help your staff build cloud computing capabilities and the confidence to solve complex challenges, better serve your constituents, and achieve your mission.

Our approach to workforce development embraces three building blocks that constitute this learning continuum: Learn, Explore, and Apply. Each phase can be customized to optimize the learning path for your organization's growth. We illustrate each of these phases in **Figure 7** below.

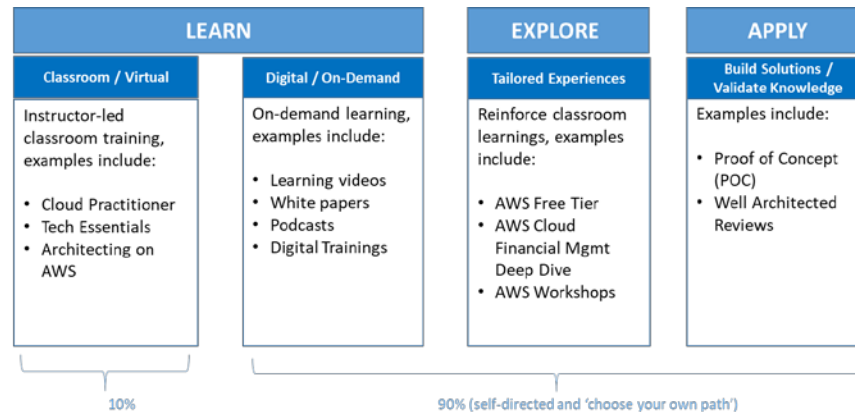


Figure 7 – Phases of Learning Continuum

AWS Training and Certification offers a no-cost self-assessment survey known as the Learning Needs Analysis (LNA), used to identify AWS skill gaps and recommends organizational and individual training plans to address these gaps. The result is faster AWS skills acquisition and optimization of training investments.

The LNA maximizes resources by ensuring investments in training are applied to the most relevant areas. The LNA is a two-step process:

1. **Complete the self-assessment survey.** Individuals in the organization complete a self-assessment, which measures cloud knowledge and skill across multiple functional areas. The survey takes approximately 10 minutes to complete.
2. **Review skills gaps and training plans.** AWS identifies skill gaps and generates training plans based on survey results.

Once you complete the LNA, AWS Training Experts, Specialists, and Solution Architects can customize training, workshops, and deep dives specialized for your industry. We then support delivery of our customized offerings both digitally and onsite. **Figure 8** below illustrates features of AWS Training and Certification delivery.

	Features	Recommended For
Onsite Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team in a single convenient location
	AWS instructor travels directly to you	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	
Virtual Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team spread out in several locations
	AWS instructor delivers training remotely to a group in any location	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	

Figure 8 – Features of AWS Training and Certification Delivery

Benefits of AWS Training and Certification include:

- **Achieve your cloud adoption goals sooner:** Comprehensively trained organizations are faster to adopt cloud, compared to customers who did not have a comprehensive training program. This helps you bring your projects forward, getting to market faster, driving revenue faster, and helping you capitalize on AWS cost-savings faster.
- **Performance and operations:** International Data Corporation (IDC) published a whitepaper titled, [Train to Accelerate Your Cloud Strategy](#), which asserted that comprehensively trained organizations were **4.4x¹ more likely** to overcome operational and performance concerns. This will help you get your team on board with your cloud initiatives. This means less time spent on stakeholder alignment, and more time on innovation and business growth.
- **Improve employee productivity:** IDC's whitepaper also found that decisions makers within comprehensively trained organizations are **4.7x¹ more likely** to agree cloud can improve IT staff productivity. Training can help your team be more productive using the cloud.

10.1.1 Digital and Classroom Training

We offer free AWS Digital Training, in-depth AWS Classroom Training, and private onsite training so you can learn when and where it's convenient for you:

- [Free Digital Training](#) – Over 500 on-demand digital courses that help you learn new cloud skills and services when and where it's convenient for you, at no cost.
- [Classroom Training](#) – Live classes delivered virtually or in person by accredited AWS instructors who teach you in-demand cloud skills and best practices using a mix of presentations, discussion, and hands-on labs.
- [Private Onsite Training](#) – In-person (or virtual) classes with accredited AWS instructors who teach in-depth AWS Cloud skills in a private environment that brings the classroom to you and allows hands-on learning.

10.1.2 AWS Certification

[AWS Certification](#) validates cloud expertise to help professionals highlight in-demand skills and organizations build effective, innovative teams for cloud initiatives using AWS. You can choose from diverse certification exams by role and specialty designed to empower you and your team to meet your unique goals.

11.0 Achieving Compliance on AWS

A properly-secured environment results in a compliant environment. AWS has many compliance-enabling features that you can use for your regulated workloads in the AWS Cloud. By using AWS, you get the benefit of the many security controls that we operate,

¹ Source: IDC White Paper, sponsored by AWS, [Train to Accelerate Your Cloud Strategy](#), October 2017

thus reducing the number of security controls that you need to maintain. Your own compliance and certification programs are strengthened, while at the same time lowering your cost to maintain and run your specific security assurance requirements.

Compliance is a shared responsibility between you and AWS. We demonstrate our compliance posture to help you verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide you with detailed information regarding the policies, processes, and controls we establish and operate. You can use this information to perform your control evaluation and verification procedures as required under the applicable compliance standard. You can also incorporate the information that we provide about our risk and compliance program into your own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS assurance programs into three groups:

- Certifications/Attestations
- Laws/Regulations/Privacy
- Alignments/Frameworks

Table 2 provides an overview of these categories, and the following subsections provide additional detail on the programs that our APN Partners most frequently ask about for the US state, local, and education market.

Table 2 – Summary of AWS Assurance Programs

Certifications/Attestations	Laws/Regulations/Privacy	Alignments/Frameworks
C5	CLOUD Act	CJIS
CMMC	HIPAA	CSA
Cyber Essentials Plus	IRS 1075	EU-US Privacy Shield
DoD SRG	ITAR	FISC
ENS High	SEC Rule 17a-4(f)	FISMA
FedRAMP	VPAT/Section 508	G-Cloud
FINMA		GxP (FDA CFR 21 Part 11)
FIPS		HITRUST
GSMA		MPAA
HDS		NIST
IRAP		Uptime Institute Tiers
ISMAP		
ISO 9001		
ISO 27001		
ISO 27017		
ISO 27018		
K-ISMS		
MTCS Tier 3		
OSPAR		
PCI DSS Level 1		
SEC Rule 17-a-4(f)		
SOC 1		
SOC 2		
SOC 3		

TISAX		
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11.1 Certifications/Attestations

Certifications and attestations are performed by a third-party independent auditor. Our certifications, audit reports, and attestations of compliance are based on the results of the auditor's work. Below are the most frequently requested certifications in the US state, local, and education market. The full list of certifications and attestations can be found at <https://aws.amazon.com/compliance/>.

11.1.1 Federal Risk and Authorization Management Program (FedRAMP)

[FedRAMP](#) is a US government-wide program that delivers a standard approach to the security assessment, authorization, and continuous monitoring for cloud products and services. The governing bodies of FedRAMP include the Office of Management and Budget (OMB), US General Services Administration (GSA), US Department of Homeland Security (DHS), US Department of Defense (DoD), National Institutes of Standards & Technology (NIST), and the Federal Chief Information Officers (CIO) Council.

Cloud services providers (CSPs) like AWS who want to offer their products and services to the US government must demonstrate FedRAMP compliance. FedRAMP uses the NIST Special Publication 800 series and requires CSPs to receive an independent security assessment conducted by a third-party assessment organization (3PAO) to ensure that authorizations are compliant with the Federal Information Security Management Act (FISMA).

There are two paths for CSPs to be FedRAMP compliant:

- **Joint Authorization Board (JAB) Authorization** – To receive FedRAMP JAB Provisional Authority to Operate (P-ATO), a CSP is reviewed by the FedRAMP Program Management Office (PMO), is assessed by a FedRAMP-accredited 3PAO, and receives a P-ATO from the JAB. The JAB is made up of the CIOs from DoD, DHS, and GSA.
- **Agency Authorization** – To receive FedRAMP Agency Authority to Operate (ATO), a CSP is reviewed by a customer Agency CIO or Delegated Authorizing Official(s) to achieve a FedRAMP-compliant ATO that is verified by the FedRAMP PMO.

AWS and FedRAMP

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

- **AWS GovCloud (US)**, which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

- **AWS US East-West**, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

FedRAMP for APN Partners

APN Partners and prospective customers can request access to the AWS APN Partner FedRAMP Security Package using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.1.2 Federal Information Processing Standard (FIPS)

The [FIPS Publication 140-2](#) is a US government standard that specifies the security requirements for cryptographic modules that protect sensitive information.

AWS and FIPS

AWS works with customers to provide the information they need to manage compliance when using the AWS US East-West or AWS GovCloud (US) Regions. For more information about the standard, see [Cryptographic Module Validation Program](#) on the NIST Computer Security Resource Center website.

FIPS for APN Partners

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our [FIPS Publication 140-2](#) page.

11.1.3 International Organization for Standardization (ISO) 9001:2015

[ISO 9001:2015](#) outlines a process-oriented approach to documenting and reviewing the structure, responsibilities, and procedures required to achieve effective quality management within an organization. The key to the ongoing certification under this standard is establishing, maintaining, and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner in which AWS products and services consistently satisfy ISO 9001:2015 quality requirements.

AWS and ISO 9001:2015

AWS has undergone a systematic, independent examination of our quality system to determine whether the activities and activity outputs comply with ISO 9001:2015 requirements. A certifying agent found our quality management system to comply with the requirements of ISO 9001:2015 for the activities described in the scope of registration. You can download AWS's [ISO 9001:2015 certification](#) from our website.

ISO 9001:2015 for APN Partners

The certification covers the quality management system over a specified scope of AWS Cloud services and Regions of operations. If you are pursuing ISO 9001:2015 certification while operating all or part of your IT systems on the AWS Cloud, you are not automatically certified by association. However, using an ISO 9001:2015 certified provider like AWS can make your certification process easier.

11.1.4 ISO/IEC 27001:2013

[ISO/IEC 27001:2013](#) is a security management standard that specifies security management best practices and comprehensive security controls following the ISO/IEC 27002 best practice guidance. The basis of this certification is the development and implementation of a rigorous security program, which includes the development and implementation of an Information Security Management System (ISMS) which defines how AWS perpetually manages security in a holistic, comprehensive manner. This widely-recognized international security standard specifies that AWS do the following:

- Systematically evaluate our information security risks, taking into account the impact of threats and vulnerabilities.
- Design and implement a comprehensive suite of information security controls and other forms of risk management to address customer and architecture security risks.
- Have an overarching management process to ensure that the information security controls meet our needs on an ongoing basis.

AWS and ISO/IEC 27001:2013

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014. These certifications are performed by independent third-party auditors. [AWS's ISO/IEC 27001:2013 certification](#) can be downloaded from our website.

ISO/IEC 27001:2013 for APN Partners

The ISO/IEC 27001:2013 certification for AWS covers the AWS security management process over a specified scope of services and data centers. If you are pursuing ISO/IEC certifications while operating part or all of your IT on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27001:2013 certified provider like AWS can make your certification process easier.

11.1.5 ISO/IEC 27017:2015

[ISO/IEC 27017:2015](#) provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards. This code of practice provides additional information security controls implementation guidance specific to CSPs like AWS.

AWS and ISO/IEC 27017:2015

AWS's attestation to the ISO/IEC 27017:2015 guidance not only demonstrates our ongoing commitment to align with globally-recognized best practices, but also verifies that AWS has a system of highly precise controls in place that are specific to cloud services. [AWS's ISO/IEC 27017:2015 certification](#) can be downloaded from our website.

ISO/IEC 27017:2015 for APN Partners

AWS's ISO/IEC 27017:2015 certification covers the security management process and cloud provider specific controls. If you are pursuing ISO/IEC certifications while operating part or all of your IT environment on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27017:2015 certified provider like AWS can make your certification process easier. The AWS ISO/IEC 27017:2015 assessment provides evidence that our security controls are aligned with the 27017:2015 guidance specific to CSPs.

11.1.6 ISO/IEC 27018:2019

[ISO/IEC 27018:2019](#) is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO/IEC 27002 control set.

AWS and ISO/IEC 27018:2019

AWS maintains the high bar of data protection and privacy controls outlined in ISO/IEC 27018:2014 for all customer content, regardless of whether or not any particular data is PII. [AWS's ISO/IEC 27018:2019 certification](#) can be downloaded from our website.

ISO/IEC 27018:2019 for APN Partners

Alignment demonstrates to customers that AWS has a system of controls in place that specifically address the privacy protection of their content. AWS's alignment with and independent third-party assessment of this internationally recognized code of practice demonstrates AWS's commitment to the privacy and protection of customers' content.

11.1.7 Payment Card Industry Data Security Standard (PCI DSS)

[PCI DSS Level 1](#) is a proprietary information security standard administered by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

PCI DSS applies to all entities that store, process, or transmit cardholder data (CHD) or sensitive authentication data (SAD), including merchants, processors, acquirers,

issuers, and service providers. PCI DSS is mandated by the card brands and administered by the PCI Security Standards Council.

AWS and PCI DSS

AWS is certified as a PCI DSS 3.2 Level 1 Service Provider, the highest level of assessment available. The compliance assessment was conducted by Coalfire Systems Inc., an independent Qualified Security Assessor (QSA). The PCI DSS Attestation of Compliance (AOC) and Responsibility Summary is available to AWS customers by using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.

PCI DSS for APN Partners

As a customer who uses AWS products and services to store, process, or transmit cardholder data, you can rely on AWS technology infrastructure as you manage your own PCI DSS compliance certification.

AWS does not directly store, transmit, or process any customer CHD. However, you may create your own cardholder data environment (CDE) that can store, transmit, or process cardholder data using AWS products.

Customers must manage their own PCI DSS compliance certification, and additional testing will be required to verify that your environment satisfies all PCS DSS requirements. However, for the portion of the PCI CDE that is deployed in AWS, your QSA can rely on AWS AOC without further testing.

11.1.8 System and Organization Control (SOC) Reports

AWS [SOC Reports](#) are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. **Table 3** describes the four AWS SOC Reports.



Table 3 – AWS SOC Reports

Report	What is the report?	What's the Primary Report Purpose?	Who is the Primary Report Audience?
SOC 1	A description of the AWS control environment and external audit of AWS defined controls and objectives.	To provide information to customers about AWS's control environment that may be relevant to their internal controls over financial reporting. To provide information to customers and their auditors for their assessment and opinion of the effectiveness of internal controls over financial reporting (ICOFR).	Customer management and their auditors. AWS's SOC 1 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 2: Security, Availability and Confidentiality	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality.	Users with business need. AWS's SOC 2 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
AWS SOC 2 Privacy Type I Report	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Privacy Principles and Criteria.	To provide customers with an independent assessment of AWS's systems and the suitability of the design of AWS's privacy controls. The SOC 2 Privacy Trust Principle, developed by the AICPA, establishes criteria for evaluating controls related to how personal information is collected, used, retained, disclosed, and disposed to meet the entity's objectives. To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality without disclosing AWS internal information.	Users with business need to understand the AWS controls relevant to privacy. AWS's SOC 2 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA. Publicly available on our website.
SOC 3: Security, Availability and Confidentiality	A public facing report demonstrating AWS has met the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.		

11.2 Laws/Regulations/Privacy

AWS customers remain responsible for complying with applicable compliance laws and regulations. In some cases, AWS offers functionality (such as security features), enablers, and legal agreements (such as the AWS Data Processing Agreement and Business Associate Addendum) to support customer compliance. No formal certification is available to (or distributable by) a CSP like AWS within these law and regulatory domains. The following subsections provide details on the laws, regulations, and privacy considerations that APN Partners ask about most in regards to the US state, local, and education market.

11.2.1 Family Educational Rights and Privacy Act (FERPA)

The [FERPA](#) of 1974 was enacted to support and promote the protection of privacy and reasonable governance of student education records. FERPA provides parents of students and eligible students with the following:

- The right to inspect and review their education records
- Governance over disclosure of their education records
- A mechanism to amend incorrect education records

FERPA requires states to use reasonable methods to ensure the security of their IT solutions. This may be achieved by hosting education records on cloud computing solutions. The law, in general, requires covered institutions and agencies to reasonably safeguard student education records from improper use or disclosure. Securing student record information, including students' PII, is essential for educational institutions and vendors that provide services which fall under the purview of FERPA.

AWS and FERPA

AWS implements physical and logical controls for internal services and provides robust offerings externally for customers to leverage in order to comply with FERPA. These controls are discussed in detail in our [FERPA Compliance on AWS whitepaper](#).

FERPA for APN Partners

Because FERPA was authored in 1974, it lacks clear guidance on modern technology use, which means that educational institutions are often left to create their own solutions. As part of this solution, customers are encouraged to take steps such as creating device compliance policies, threat protection plans, and data loss prevention plans that suit their organization to protect sensitive information. In addition, customers are encouraged to use encryption and access controls. Access controls also provide auditing and logging capabilities to customers in order to validate privacy and data protection policies that customers have in place. AWS offers a comprehensive set of features and services to make encryption of PII easy to manage and simpler to audit, including AWS KMS. Customers with FERPA compliance requirements have a great deal of flexibility in how they meet encryption requirements for PII.

11.2.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)/ Health Information Technology for Economic and Clinical Health (HITECH)

[HIPAA](#) legislation is designed to make it easier for US workers to retain health insurance coverage when they change or lose their jobs. This legislation also seeks to encourage electronic health records to improve the efficiency and quality of the US healthcare system through improved information sharing. Along with increasing the use of electronic medical records, HIPAA includes provisions to protect the security and privacy of protected health information (PHI).

[HITECH](#) expanded the HIPAA rules in 2009. HIPAA and HITECH together establish a set of federal standards that are intended to protect the security and privacy of PHI.

11.2.2.1 AWS and HIPAA

There is no HIPAA certification for a CSP such as AWS. In order to meet the HIPAA requirements applicable to our operating model, AWS aligns our HIPAA risk management program with FedRAMP and NIST 800-53, which are higher security standards that map to the HIPAA Security Rule. NIST supports this alignment and has issued [SP 800-66: An Introductory Resource Guide for Implementing the HIPAA Security Rule](#), which documents how NIST 800-53 aligns to the HIPAA Security Rule.

Under the HIPAA regulations, AWS is considered a business associate. The BAA is an AWS contract that is required under HIPAA rules to ensure that AWS appropriately safeguards PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by AWS, based on the relationship between AWS and our customers, and the activities or services being performed by AWS.

AWS has a standard BAA we present to customers for signature. It takes into account the unique services AWS provides and accommodates the [AWS Shared Responsibility Model](#). To review, accept, and manage the status of the BAA for your account, sign in to [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.2.2.2 HIPAA for APN Partners

AWS enables covered entities and their business associates subject to HIPAA to use the secure AWS environment to process, maintain, and store protected health information.

For detailed information about how you can use AWS for the processing and storage of health information, see the whitepaper [Architecting for HIPAA Security and Compliance on Amazon Web Services](#).

The following resources are available for more information:

- [HIPAA Compliance webpage](#)

- [SlideShare presentation “Security and Privacy, Using AWS to Meet Requirements for HIPAA, CJIS, and FERPA”](#)

11.2.3 Internal Revenue Service Publication 1075 (IRS Pub 1075)

[IRS Pub 1075](#) provides guidance for US government agencies and their agents to protect Federal Tax Information (FTI).

While the IRS does not publish an official designation or certification for compliance with IRS Pub 1075, AWS supports organizations to protect FTI managed on the AWS Cloud by aligning our implementations of NIST 800-53 and FedRAMP security controls with the respective IRS Pub 1075 security requirements. AWS has worked closely with the IRS to ensure that the AWS GovCloud (US) and AWS US East/West Regions meet Pub 1075 requirements for storing and processing FTI. Refer to section 11.1.1 for information on AWS and FedRAMP security controls.

11.2.4 Voluntary Product Accessibility Template (VPAT)/Section 508

In 1998, the US Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. [Section 508](#) was enacted to eliminate barriers in IT, make available new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals.

The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794 (d)), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Because Section 508 is a federal and state requirement, any and all of AWS government customers will have Section 508 compliance needs.

11.2.4.1 AWS and VPAT/Section 508

AWS is committed to complying with all relevant government standards and compliance controls. This commitment is reflected in the importance we place on understanding, implementing, and maintaining ongoing compliance with these standards for all individuals who access and consume our services.

11.2.4.2 VPAT/Section 508 for APN Partners

AWS provides API-based cloud computing services with multiple interfaces to those services, including [SDKs, IDE Toolkits, and Command Line Tools](#) for developing and managing AWS resources. AWS provides two graphical user interfaces, the [AWS Management Console](#) and the [AWS ElasticWolf Client Console](#). The AWS ElasticWolf Client Console has incorporated Section 508 requirements, and AWS has prepared a VPAT that outlines the AWS ElasticWolf Client Console's accessibility features. The VPAT is available to customers using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of

that NDA. APN Partners can use these tools to help build a solution compliant with Section 508.

11.3 Alignments/Frameworks

Compliance alignments and frameworks include published security or compliance requirements for a specific purpose, such as a specific industry or function. AWS provides functionality (such as security features) and enablers (including compliance playbooks, mapping documents, and whitepapers) for these types of programs.

Requirements under specific alignments and frameworks may not be subject to certification or attestation; however, some alignments and frameworks are covered by other compliance programs. The following subsections provide details on the alignments and frameworks that APN Partners ask about most frequently for the US state, local, and education market.

11.3.1 Criminal Justice Information Services (CJIS)

[Criminal Justice Information \(CJI\)](#) refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, such as biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

The CJIS Security Policy reflects the shared responsibility between Federal Bureau of Investigation (FBI) CJIS, CJIS Systems Agency, and the State Identification Bureaus (SIB) of the lawful use and appropriate protection of CJI. The CJIS Security Policy provides a baseline of security requirements for current and planned services and establishes a minimum standard for new initiatives.

11.3.1.1 AWS and CJIS

By using solutions built on AWS, agencies can manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRAMP High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

Technological advancements have removed the need to engage in the traditional method of relying on physical security and background checks as a way to qualify an individual's "access" to unencrypted CJI. While the traditional approach can help achieve minimum compliance under the CJIS Security Policy, it doesn't compare to the security that can be achieved using strong encryption practices and the deployment of "least privilege" principles to restrict CJI access to those with a need-to-know, right-to-know, and your explicit authorization.

11.3.1.2 CJIS for APN Partners

Properly securing CJI and maintaining compliance with the CJIS Security Policy requires a number of security controls aimed at ensuring only authorized individuals have access to the CJI.

One critical control is the use of **independently tested and validated encryption** to protect sensitive information both in-transit and at-rest, regardless of physical location. AWS empowers customers and partners to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. AWS GovCloud (US) also offers AWS Key Management Service (AWS KMS) using FIPS 140-2 validated hardware security modules, allowing you to create, own, and manage your own customer master keys for all encryption. These customer master keys never leave the AWS KMS FIPS validated hardware security modules unencrypted and are never known to AWS personnel.

Another critical control involves **limiting access** to individuals that hold or manage encryption keys, allowing agencies to define and limit the universe of users with logical access to CJI. The principal of least privilege is one of the most fundamental underpinnings of the CJIS Security Policy based on a “need-to-know, right-to-know” standard. AWS GovCloud (US) you can enforce least privilege by securely encrypting your CJI and limiting all access to the CJI to only those with access to the encryption keys. By using AWS GovCloud (US), you are provided AWS Cloud services, tools, and security assurance to enable your customers to retain complete control and ownership over their own criminal justice data.

See our webpage, [Using AWS for Criminal Justice Information Solutions](#), for additional information.

11.3.2 Cloud Security Alliance (CSA)

[CSA](#) is a not-for-profit organization with a mission to “promote the use of best practices for providing security assurance within Cloud Computing, and to provide education on the uses of Cloud Computing to help secure all other forms of computing.”

11.3.2.1 AWS and CSA

AWS participates in the voluntary CSA Security, Trust & Assurance Registry (STAR) Self-Assessment to document our compliance with CSA-published best practices. We publish our completed [CSA Consensus Assessments Initiative Questionnaire \(CAIQ\)](#) on the AWS website.

11.3.2.2 CSA for APN Partners

The CSA CAIQ provides a set of questions that the CSA anticipates a cloud consumer and/or cloud auditor would ask of a CSP like AWS. It provides a series of security, control, and process questions that can then be used for a wide range of uses, including cloud provider security evaluation.

11.3.3 Federal Information Security Management Act (FISMA)

AWS enables US government agencies to achieve and sustain compliance with [FISMA](#). The AWS infrastructure has been evaluated by independent assessors for a variety of government systems as part of their system owners' approval process. Numerous Federal Civilian and DoD organizations have successfully achieved security authorizations for systems hosted on AWS in accordance with the Risk Management Framework (RMF) process defined in NIST 800-37 and DoD Information Assurance Certification and Accreditation Process (DIACAP). AWS's secure infrastructure has helped federal agencies expand cloud computing use cases and deploy sensitive government data and applications in the cloud while complying with the rigorous security requirements of federal standards.

11.3.4 National Institute of Standards and Technology (NIST) 800-53

[NIST](#) 800-53 security controls are generally applicable to US Federal Information Systems. Federal Information Systems typically must go through a formal assessment and authorization process to ensure sufficient protection of confidentiality, integrity, and availability of information and information systems.

The NIST Cybersecurity Framework (CSF) is supported by governments and industries worldwide as a recommended baseline for use by any organization, regardless of its sector or size. According to Gartner, in 2015 the CSF was used by approximately 30 percent of US organizations, and usage is projected to reach 50 percent by 2020. Since Fiscal Year 2016, federal agency FISMA metrics have been organized around the CSF, and agencies are now required to implement the CSF under the Cybersecurity Executive Order.

11.3.4.1 AWS and NIST 800-53

AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls and additional FedRAMP requirements. AWS has received FedRAMP ATOs from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Regions. For more information, see the [AWS FedRAMP compliance](#) webpage, or the following FedRAMP Marketplace webpages:

- [AWS East/West Region complete list of authorizing agencies](#)
- [AWS GovCloud \(US\) complete list of authorizing agencies](#)
- [AWS GovCloud JAB P-ATO at the high baseline](#)

11.3.4.2 NIST 800-53 for APN Partners

Under NDA, AWS provides an AWS FedRAMP SSP template based upon NIST 800-53 Rev. 4, which is prepopulated with the applicable NIST 800-5 Rev. 4 Low/Moderate/High control baseline. Control responsibility is as follows:

- **Shared Responsibility** – You will provide security and configurations of your software components, and AWS will provide security for its infrastructure.

- **Customer-Only Responsibility** – You are fully responsible for guest operating systems, deployed applications, and select networking resources (for example, firewalls). More specifically, you are solely responsible for configuring and managing your security *in* the cloud.
- **AWS-Only Responsibility** – AWS manages the cloud infrastructure, including the network, data storage, system resources, data centers, physical security, reliability, and supporting hardware and software. Applications built on top of the AWS system inherit the features and configurable options that AWS provides. AWS is solely responsible for configuring and managing security *of* the cloud.

For security authorization purposes, compliance with the FedRAMP requirements (based on NIST 800-53 rev 4 Low/Moderate/High control baseline) is contingent upon AWS fully implementing AWS-only and shared controls and you implementing customer-only and shared controls. A FedRAMP-accredited 3PAO has assessed and authorized AWS implementation of our control responsibility. The portion of shared controls that you are responsible for and the controls related to applications you implement on top of the AWS infrastructure must be separately assessed and authorized by you in agreement with NIST 800-37 and your specific security authorization policies and procedures.

AWS FedRAMP-compliant systems have been granted authorizations, have addressed the FedRAMP security controls (NIST 800-53), use the required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, have been assessed by an accredited independent 3PAO, and maintain the continuous monitoring requirements of FedRAMP.

You can use the [NIST CSF whitepaper](#) to assess your AWS environment against the NIST CSF and improve the security measures you implement and operate. The whitepaper also provides a third-party auditor letter attesting to the AWS Cloud services' conformance to NIST CSF risk management practices.

11.3.5 Uptime Institute Tiers

The [Uptime Institute](#) created the standard Tier Classification System to evaluate various data center facilities in terms of potential site infrastructure performance, or uptime. Uptime Institute has not authorized other organizations to certify data centers under its Tier Classification System. Uptime Institute does not design, build, or operate data centers.

11.3.5.1 AWS and Uptime Institute Tiers

AWS operates our data centers in alignment with the Tier III+ guidelines, but we have chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS's approach to infrastructure performance acknowledges Uptime Institute's tiering guidelines and applies them to our global data center infrastructure design to ensure the highest level of performance and availability for our customers. AWS then improves on the guidelines provided by the Uptime Institute to scale for global operations and produce an operating outcome for

availability and performance that far exceeds that which would be achieved through the Uptime Institute tiering guidelines alone. Although we do not claim alignment with Tier IV, we can ensure that our systems have a fault tolerant sequence of operations with self-correcting mitigations in place.

AWS has identified critical system components required to maintain the availability of the system and recover service in the event of outage. Critical system components are backed up across multiple, isolated locations known as Availability Zones. Each Availability Zone runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling you to easily architect applications that automatically fail-over between Availability Zones without interruption.

11.3.5.2 Uptime Institute Tiers for APN Partners

AWS customers can build highly resilient systems in the cloud by employing multiple instances in multiple Availability Zones plus data replication to achieve extremely high recovery time and recovery point objectives, as well as service availability of 99.999% and more. Service availability is therefore a function of the design; customers who care about the availability and performance of their applications want to deploy these applications across multiple Availability Zones in the same region for fault tolerance and low latency. Some AWS Cloud services, such as Amazon S3, are built to leverage all Availability Zones within the region and have a durability objective of 99.999999999%.

12.0 Managing your AWS Resources

With the AWS Cloud, customers can easily provision, manage, and monitor all of their IT resources through a “single pane of glass” with the tool that best fits their unique needs. This helps you know what is going on in your cloud environment, such as instance health, logs of user actions, and ways you can save money. AWS Cloud services are driven by robust APIs that allow for a wide variety of monitoring, management and developer tools to integrate easily with AWS Cloud resources. Common tools from vendors such as Microsoft, VMware, BMC Software, Okta, RightScale, Eucalyptus, CA, Xceedium, Symantec, Racemi, and Dell are supported on AWS. Below are some AWS-native management options, which can be used alongside familiar management tools available on [AWS Marketplace](#).

12.1 AWS Management Console

The [AWS Management Console](#) is a single destination for managing all AWS resources. Customers can use the AWS Management Console to perform any number of tasks (e.g., deploying new applications, monitoring the health of applications, accessing monthly spending by service, and managing security credentials). The AWS Management Console supports all [AWS Regions](#) and lets customers provision resources across multiple Regions.

12.2 Command Line Interface (CLI)

The [AWS CLI](#) is a unified tool used to manage AWS Cloud services. With just one tool to download and configure, customers can control multiple AWS resources from the command line and automate them through scripts. The AWS CLI introduces a new set of simple [file commands](#) for efficient file transfers to and from [Amazon S3](#).

12.3 AWS Developer Tools

AWS offerings are provided with a range of [supporting components](#) like developer tools, toolkits, and command line tools for developing and managing your AWS applications:

The [AWS Developer Tools](#) help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment, including tools for continuous integration and continuous delivery. Our developer tools include the following:

- [AWS Cloud9](#) – Write, run, and debug code in a cloud integrated development environment (IDE)
- [AWS CodeBuild](#) – Build and test code
- [AWS CodeCommit](#) – Store code in private Git repositories
- [AWS CodeDeploy](#) – Automate code deployments
- [AWS CodePipeline](#) – Release software using continuous integration and delivery
- [AWS CodeStar](#) – Develop, build, and deploy applications on AWS
- [Amazon Corretto](#) – Develop and run Java applications on popular operating systems, including Linux, Windows, and macOS
- [AWS X-Ray](#) – Analyze and debug production applications

12.4 Management Tools

AWS provides [management tools](#) that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. These services all work together and are integrated with every part of the AWS platform, allowing you to have greater insight into your cloud environment as well as maintain logs necessary for audits. Our management tools include the following:

- [AWS Auto Scaling](#) – Easily and safely scale multiple AWS resources
- [Amazon CloudWatch](#) – Collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources
- [AWS CloudFormation](#) – Model and provision—in an automated and secure manner—all the resources needed for your applications across all regions and accounts
- [AWS CloudTrail](#) – Automatically log, continuously monitor, and retain account activity related to actions across your AWS infrastructure
- [AWS Command Line Interface \(AWS CLI\)](#) – Interact with AWS Cloud services using commands in your command-line shell

- [AWS Config](#) – Inventory all configurations across your resources
- [AWS Control Tower](#) – Configure AWS management and security services based on established best practices in a secure, compliant, multi-account environment
- [AWS License Manager](#) – Manage licenses in AWS and on-premises servers from software vendors such as Microsoft, SAP, Oracle, and IBM
- [AWS Management Console](#) – Access and manage AWS Cloud services through a simple and intuitive web-based user interface
- [AWS OpsWorks](#) – Host and scale Chef Automate and Puppet Enterprise servers
- [AWS Personal Health Dashboard](#) – View the performance and availability of the AWS Cloud services underlying your AWS resources
- [AWS Systems Manager](#) – Centralize operational data from multiple AWS Cloud services and automate tasks across your AWS resources
- [AWS Service Catalog](#) – Create, manage, and distribute catalogs of approved products to end users, who can then access the products they need in a personalized portal
- [AWS Trusted Advisor](#) – Provision your resources by following best practices
- [AWS Well-Architected Tool](#) – Review the state of your workloads and compare them to the latest AWS architectural best practices

AWS also offers several tools for cost management:

- [AWS Budgets](#) – Set custom budgets that alert you when your costs or usage exceed (or are forecasted to exceed) your budgeted amount
- [AWS Cost and Usage Report](#) – Customize a report that lists AWS usage for each service category used by an account and its IAM users in hourly or daily line items, as well as any tags that you have activated for cost allocation purposes
- [AWS Cost Explorer](#) – Visualize, understand, and manage your AWS costs and usage over time

13.0 Back-up and Disaster Recovery (DR)

Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical site. AWS is a secure, high-performance, flexible, money-saving, and easy-to-use cloud computing platform. AWS takes care of the undifferentiated heavy lifting required to create, implement, and manage scalable backup and recovery solutions.

There are many advantages to using AWS as part of your data protection strategy:

- **Durability:** Amazon S3, Amazon S3 Glacier, and S3 Glacier Deep Archive are designed for 99.999999999 percent (11 nines) of durability. Both platforms offer reliable backup of data, with object replication across at least three geographically dispersed Availability Zones. Many AWS services use Amazon S3 for storage and export/import operations. For example, Amazon Elastic Block Store (Amazon EBS) uses Amazon S3 for snapshot storage.

- **Security:** AWS provides a number of options for access control and data encryption while in-transit and at-rest.
- **Global infrastructure:** AWS services are available around the globe, so you can back up and store data in the Region that meets your compliance and workload.
- **Compliance:** AWS infrastructure is certified for compliance with the following standards, so you can easily fit the backup solution into your existing compliance regimen.
 - Service Organization Controls (SOC)
 - Statement on Standards for Attestation Engagements (SSAE) 16
 - International Organization for Standardization (ISO) 27001
 - Payment Card Industry Data Security Standard (PCI DSS)
 - Health Insurance Portability and Accountability Act (HIPPA)
 - SEC1
 - Federal Risk and Authorization Management Program (FedRAMP)
- **Scalability:** With AWS, you don't have to worry about capacity. As your needs change, you can scale your consumption up or down without administrative overhead.
- **Lower total cost of ownership (TCO):** The scale of AWS operations drives down service costs and helps lower the TCO of AWS services. AWS passes these cost savings on to customers through price drops.
- **Pay-as-you-go pricing:** Purchase AWS services as you need them and only for the period that you plan to use them. AWS pricing has no upfront fees, termination penalties, or long-term contracts.

[AWS Elastic Disaster Recovery \(AWS DRS\)](#) continuously replicates your machines (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in your target AWS account and preferred Region. In the case of a disaster, you can instruct CloudEndure Disaster Recovery to automatically launch thousands of your machines in their fully provisioned state in minutes.

Using these capabilities on our global infrastructure, you can build a DR solution to fit your budget, recovery time objective (RTO), and recovery point objective (RPO) (depicted in **Figure 9**). An organization typically decides on an acceptable RTO and RPO based on the financial impact when systems are unavailable. The organization

then plans solutions to provide cost-effective system recovery based on the RPO within the timeline and the service level established by the RTO.



Figure 9 – RPO and RTO

Figure 10 shows a spectrum of scenarios—backup and restore, pilot light, warm standby, and multi-site—arranged by how quickly a system can be available to users after a DR event. Typically, the shorter the recovery, the higher the cost of the solution.



Figure 10 – Spectrum of DR Options

Each DR option is discussed in more detail below.

13.1 Backup and Restore

In most traditional environments, data is backed up to tape and sent offsite regularly. Recovery time will be the longest using this method, and lack of automation leads to increased costs. [Amazon S3](#) is ideal for backup data, as it is designed to provide 99.999999999% durability of objects over a given year. Amazon S3 offers a range of storage classes—including options for one-zone infrequent access and archive—to help you save on costs. Transferring data to and from Amazon S3 is typically done via the network, and it is therefore accessible from any location. For a hybrid architecture, you can use [AWS Storage Gateway](#) to automatically back up on-premises data to Amazon S3. To centralize and automate your backup, [AWS Backup](#) allows you to configure backup policies and monitor backup activity.

13.2 Pilot Light for Simple Recovery into AWS Warm Standby Solution

The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small idle flame that's always on can quickly ignite the entire furnace to heat up a house as needed. This scenario is analogous to a backup and restore scenario; however, you must ensure that you have the most critical core elements of your system already configured and running in AWS (the pilot light). The pilot light typically uses a compute service like [Amazon EC2](#) or a database service like [Amazon RDS](#). When the time comes for recovery, you would rapidly provision a full-scale production environment around the critical core.

13.3 Warm Standby Solution in AWS

The term “warm standby” is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. It further decreases recovery time because, in this case, some services are always running. By identifying business-critical systems, you could fully duplicate these systems on AWS and have them always on. These servers can be running on a minimum-sized fleet of Amazon EC2 instances on the smallest sizes possible. This solution is not scaled to handle a full-production load, but it is fully functional. It can be used for non-production work, such as testing, quality assurance, and internal use. In a disaster, you can scale out the system quickly to handle the production load by adding more instances. You can automate this process using [Amazon EC2 Auto Scaling](#) and [Elastic Load Balancing](#).

13.4 Multi-Site Solution Deployed on AWS and Onsite

A multi-site solution runs in AWS as well as on your existing on-premises infrastructure in an active-active configuration. During a disaster situation, you can simply send all traffic to AWS servers, which can scale to handle the full production load. For this approach, you can use a DNS service that supports weighted routing, such as [Amazon Route 53](#), to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to your infrastructure in AWS, and the remainder will go to your onsite infrastructure. In an onsite disaster situation, you can adjust the DNS weighting and send all traffic to the AWS servers. The capacity of the AWS Cloud service can be rapidly increased to handle the full production load. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

14.0 Security Questionnaires

Under the Shared Responsibility Model, AWS is responsible for security *of* the cloud: protecting the infrastructure that runs all of the services offered in the AWS Cloud. All other security *in* the cloud is dependent on your management of your account(s) and your solution. AWS personnel cannot fill out Security Questionnaires on behalf of our APN Partners. In addition, as an APN Partner, you maintain full control of your content and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (e.g., AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). You choose how your content is secured. In the event that you need assistance to complete a questionnaire to document AWS security and compliance positions, we have the following resources to assist with understanding security on AWS. If you have additional questions about a specific requirement, please reach out and we will try to provide further information.

- [Compliance FAQs](#) – This page answers frequently-asked questions about compliance.
- [AWS Artifact](#) – AWS Artifact is your go-to, central resource for compliance-related information that matters to you. It provides on-demand access to AWS's security and compliance reports and select online agreements. The AWS SOC 2 report is particularly helpful for completing questionnaires because it provides a comprehensive description of the implementation and operating effectiveness of AWS security controls. Another useful document is the Executive Briefing within the AWS FedRAMP Partner Package. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.
- [CSA Consensus Assessments Initiative Questionnaire](#) – The CSA Consensus Assessments Initiative Questionnaire provides a set of questions the CSA anticipates a cloud consumer and/or auditor would ask of a cloud provider. It provides a series of security, control, and process questions which can then be used for a wide range of uses, including cloud provider selection and security evaluation. This document contains the AWS answers to the CSA questionnaire.
- [AWS Risk and Compliance Whitepaper](#) – This document addresses AWS-specific information around general cloud computing compliance questions. There are detailed descriptions of all AWS certifications, programs, reports, and third-party attestations.
- [AWS Data Center Controls Web Page](#) – Many questionnaires have an entire section with questions related to data center physical security. This web page provides you with insight into some of our physical and environmental controls.
- [Data Privacy](#) – This page details our privacy and data security policies, practices, and technologies we've put in place.
- [AWS Security and Compliance Quick Reference Guide](#) – This guide provides an overview of our assurance programs and how to secure your content on the AWS Cloud.

- [AWS Compliance Center](#) – This page offers you a central location to research cloud-related regulatory requirements and how they impact your industry.

15.0 AWS Public Sector Access Policy – Instructions

If this opportunity requires the resale of AWS offerings, you must include the AWS Public Sector Access Policy (“Access Policy”) in your response and incorporate the Access Policy in any agreement regarding such resale, per your Reseller Agreement, as amended. The Access Policy sets out rules, conditions, and restrictions regarding use of the AWS cloud services and can be accessed at: <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf>

16.0 Industry Analyst Reports on AWS Market Position

[Note: “Do not edit content in this section, or use in a public document other than a direct RFX response. And, please include all citations and disclaimers outlined below.”]

AWS offers reports from trusted third-party analysts to help organizations understand the benefits and value of the AWS Cloud. The [AWS in Analyst Research](#) page provides reports and analysis from firms such as Gartner, IDC, and Forrester covering a variety of product categories and geographies.

Gartner, Inc., a leading information technology research company, recently released its [2021 Magic Quadrant for Cloud Infrastructure and Platform Services](#)^{2 3} report. In Gartner's second evaluation covering both cloud infrastructure and platform services (IaaS & PaaS, or "CIPS"), AWS is evaluated as a Leader placed highest in both axes of measurement, Ability to Execute and Completeness of Vision (see **Figure 11**). This is the eleventh straight year that Gartner has recognized AWS as a Leader in the Magic Quadrant.

² Gartner, Magic Quadrant for Cloud Infrastructure & Platform Services, Raj Bala, Bob Gill, Dennis Smith, Kevin Ji, David Wright, 27 July 2021. Gartner and Magic Quadrant are registered trademarks of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

³ All statements in this report attributable to Gartner represent AWS's interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.



Source: Gartner (July 2021)

Figure 11 – 2021 Gartner Magic Quadrant for Cloud Infrastructure and Platform Services
 More analyst reports can be found at [AWS in Analyst Research](#).



AWS Resources

AWS Overview

- What is Cloud Computing:
<https://aws.amazon.com/what-is-cloud-computing/>
- Types of Cloud Computing:
<https://aws.amazon.com/types-of-cloud-computing/>
- About AWS:
<https://aws.amazon.com/about-aws/>
- AWS Global Infrastructure:
<https://aws.amazon.com/about-aws/global-infrastructure/>

AWS Solutions

- Websites and Web Hosting:
<https://aws.amazon.com/websites/>
- Development and Test:
<https://aws.amazon.com/dev-test/>
- Backup and Restore:
<https://aws.amazon.com/backup-restore/>
- Data Archive:
<https://aws.amazon.com/archive/>
- Disaster Recovery:
<https://aws.amazon.com/disaster-recovery/>
- Big Data:
<https://aws.amazon.com/big-data/>
- High Performance Computing:
<https://aws.amazon.com/hpc/>
- Internet of Things:
<https://aws.amazon.com/iot/>
- Financial Services:
<https://aws.amazon.com/financial-services/>
- Healthcare and Life Sciences
<https://aws.amazon.com/health/>
- Genomics:
<https://aws.amazon.com/health/genomics/>

- Business Applications:
<https://aws.amazon.com/business-applications/>
- DevOps
<https://aws.amazon.com/devops/>

AWS Products and Services

- List of all AWS cloud services:
<https://aws.amazon.com/products/>
- AWS Marketplace:
<https://aws.amazon.com/marketplace/>
- AWS service documentation:
<http://aws.amazon.com/documentation/>

AWS in the Public Sector

- AWS Public Sector Homepage:
<https://aws.amazon.com/government-education/>
- U.S. Federal Government:
<https://aws.amazon.com/federal/>
- State and Local Government:
<https://aws.amazon.com/stateandlocal/>
- Defense and Aerospace:
<https://aws.amazon.com/government-education/defense/>
- Education:
<https://aws.amazon.com/education/>
- Nonprofit Organizations
<https://aws.amazon.com/government-education/nonprofits/>
- AWS GovCloud (US) Region:
<http://aws.amazon.com/govcloud-us/>
- AWS Government Partners:
<https://aws.amazon.com/partners/government/>
- AWS Public Sector Blog:
<https://aws.amazon.com/blogs/publicsector/>

AWS Partner Community

- AWS Partner Network:
<https://aws.amazon.com/partners/>
- AWS Partner Directory:
<http://www.aws-partner-directory.com/>
- AWS Partner Programs:
<https://aws.amazon.com/partners/programs/>

AWS Professional Services

- AWS Professional Services:
<https://aws.amazon.com/professional-services/>
- AWS Cloud Adoption Framework:
<https://aws.amazon.com/professional-services/CAF/>

AWS Pricing

- AWS Pricing Overview:
<http://aws.amazon.com/pricing/>
- Pricing for each service:
<https://aws.amazon.com/pricing/services/>
- AWS Economics Center:
<https://aws.amazon.com/economics/>
- Cloud Financial Management:
<https://aws.amazon.com/aws-cost-management/>
- AWS Simple Monthly Calculator:
<http://calculator.s3.amazonaws.com/index.html>
- AWS TCO Calculator:
<http://aws.amazon.com/tco-calculator/>



AWS Partner Package

AWS Billing

- AWS Billing and Cost Management: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/billing-what-is.html>
- Consolidated Billing: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/consolidated-billing.html>
- Cost Explorer: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/cost-explorer-what-is.html>
- AWS Budgets and Forecasts: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/budgets-managing-costs.html>

AWS Security and Compliance

- AWS Security Center: <http://aws.amazon.com/security/>
- AWS Shared Responsibility Model: <http://aws.amazon.com/security/sharing-the-security-responsibility/>
- AWS Compliance: <http://aws.amazon.com/compliance/>
- AWS Data Privacy: <http://aws.amazon.com/compliance/data-privacy-faq/>
- Access Control: <http://aws.amazon.com/iam/>
- AWS Security Blog: <https://blogs.aws.amazon.com/security/>

AWS Support

- AWS Support Tiers: <https://aws.amazon.com/premiumsupport/support-knowledge-center/>
- Support Knowledge Center: <https://aws.amazon.com/premiumsupport/knowledge-center/>
- AWS Trusted Advisor:

<https://aws.amazon.com/premiumsupport/trustedadvisor/>

AWS Training and Best Practices

- AWS Training and Certification: <http://aws.amazon.com/training/>
- AWS Architecture Center: <http://aws.amazon.com/architecture/>
- AWS Quick Starts: <https://aws.amazon.com/quickstart/>

Industry Analysis

- Analyst Reports: <http://aws.amazon.com/resources/analyst-reports/>
- Gartner Magic Quadrant for Cloud Infrastructure and Platform Services (July 2021): <https://www.gartner.com/doc/reprints?id=1-2710E4VR&ct=210802&st=sb&refid=ar-card&trk=campaign=acq>
- IDC Report: Quantifying the Business Value of Amazon Web Services: http://d0.awsstatic.com/analyst-reports/IDC_Business_Value_of_AWS_Ma_y_2015.pdf

AWS Case Studies

- AWS Case Studies: <https://aws.amazon.com/solutions/case-studies/>

Procurement

- AWS Public Sector Contract Center: <http://aws.amazon.com/contract-center/>
- 10 Considerations for a Cloud Procurement Whitepaper: <http://d0.awsstatic.com/whitepapers/10-considerations-for-a-cloud-procurement.pdf>

- How to Buy Cloud Computing Services for your Agency (Webinar): <https://aws.amazon.com/webinars/buying-cloud-computing-services/>

Legal

- AWS Customer Agreement: <http://aws.amazon.com/agreement/>
- AWS Service Terms: <https://aws.amazon.com/service-terms/>
- AWS Acceptable Use Policy: <http://aws.amazon.com/aup/>
- AWS Trademark Guidelines: <http://aws.amazon.com/trademark-guidelines/>
- AWS Site Terms: <http://aws.amazon.com/terms/>
- AWS Privacy Notice: <https://aws.amazon.com/privacy/>
- AWS Tax Help: <http://aws.amazon.com/tax-help/>

Additional Resources

- AWS Blog: <https://aws.amazon.com/blogs/aws/>
- AWS Discussion Forums: <https://forums.aws.amazon.com/index.jspa>
- What's New from AWS: <http://aws.amazon.com/new/>
- AWS YouTube Channel: <https://www.youtube.com/user/AmazonWebServices>
- AWS Twitter Feed: <https://twitter.com/awscloud>
- AWS on SlideShare: <http://www.slideshare.net/AmazonWebServices>
- Events and Webinars: <https://aws.amazon.com/about-aws/events/>
- An E-Book of Cloud Best Practices:



<https://medium.com/aws-enterprise-collection/an-e-book-of-cloud-best-practices-for-your-enterprise-4a211840c55b#.corzpf3m>

AWS Whitepapers

- AWS Whitepapers and Guides: <http://aws.amazon.com/whitepapers/>
- Overview of AWS Whitepaper: <http://d0.awsstatic.com/whitepapers/aws-overview.pdf>

- Security Resources and Whitepapers: <http://aws.amazon.com/security/security-resources/>
- AWS Compliance whitepapers: <http://aws.amazon.com/compliance/aws-whitepapers/>
- Best Practices for Security, Identity, & Compliance: <https://aws.amazon.com/architecture/security-identity-compliance>
- AWS Risk and Compliance Whitepaper:

https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf

- AWS Storage Services Overview: <https://d0.awsstatic.com/whitepapers/Storage/AWS%20Storage%20Services%20Whitepaper-v9.pdf>



June 28, 2022

Stacie Becker
Proposal Manager
SHI Government Solutions
3828 Pecana Trail
Austin, TX 78749
Stacie_becker@shi.com

Re: Award of Contract #R220804

Dear Ms. Becker:

Per official action taken by the Board of Directors of Region 4 Education Service Center on June 28, 2022, we are pleased to announce that after successful negotiated terms and conditions, SHI Government Solutions has been awarded an annual contract for the following, based on the sealed proposal (RFP#22-08) submitted on May 3, 2022:

Commodity/Service

Supplier

Total Cloud Solutions and Services

SHI Government Solutions

This contract is effective October 1, 2022 and will expire on September 30, 2025. As indicated above, your contract # is R220804. This contract may be renewed annually for an additional two (2) years if mutually agreed upon by Region 4 ESC/OMNIA Partners, Public Sector and SHI Government Solutions.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please contact Deborah Bushnell, the Contract Manager assigned to your contract, at (713) 554-7348 or deborah.bushnell@omniapartners.com

Sincerely,

DocuSigned by:

Robert Zingelmann

0B1D33BB0130490...

Robert Zingelmann

Chief Financial Officer, Finance and Operations Services

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products, Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Omnia Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	\$325
Solution Architect / Consultant	\$275
Engineer	\$225
Project Manager	\$185

***Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at <https://texas.gs.shi.com/>. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.

The screenshot shows the SHI GS website interface. At the top, there is a search bar and navigation links for 'Contact Us' and 'Sign In'. Below the navigation, there are tabs for 'Hardware', 'Software', 'Brands', 'Solutions', 'Explore SHI-GS', and 'Tools'. The main content area displays a product listing for 'Lenovo XClarity Energy Manager'. The product details include:

- Original Price: ~~MFR=\$58.00~~
- Current Price: **\$46.00**
- Status: **In Stock**
- Features: License + 1 Year Software Subscription and Support, 1 node, Linux, Win, for Converged HX2310-E
- Part Numbers: Mfr Part #: 01DA225, SHI Part #: 31857597
- Buttons: Compare, Add to Cart

 On the left side, there are filters for 'Category' (Software, Virtualization) and 'Filters' (Add Keyword, Add).

Region 4 ESC

Contract # R220804

for

Total Cloud Solutions

with

SHI Government Solutions

Effective: October 1, 2022

The following documents comprise the executed contract between the Region 4 Education Service Center (“ESC”), and SHI Government Solutions effective October 1, 2022:

- I. Appendix A, Supplier Contract
- II. Offer & Contract Executed Signature Form
- III. Supplier’s Response to the RFP, incorporated by reference.

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TAB 1 – CONTRACT AND OFFER AND EXECUTED CONTRACT FORM

Please see the following pages for the completed required forms.

APPENDIX A - CONTRACT AND OFFER

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of June 28, 2022 by and between SHI Government Solutions ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 22-08 ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any 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") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

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- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda

- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).

- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

- 11) TERMINATION OF CONTRACT
 - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:
 - i. Providing material that does not meet the specifications of the Contract;
 - ii. Providing work or material was not awarded under the Contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

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- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor

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shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's

sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law

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- and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.
- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

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OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SHI Government Solutions
Address 3828 Pecana Trail
City/State/Zip Austin, TX 78749
Telephone No. (800) 870-6079
Email Address Stacie_Becker@SHI.com
Printed Name Stacie Becker
Title Proposal Manager
Authorized signature *Dan Calabrese*

Dan Calabrese on behalf of Stacie Becker

Accepted by Region 4 ESC:

Contract No. R220804

Initial Contract Term October 1, 2022 to September 30, 2025

Carmen T. Moreno
Region 4 ESC Authorized Board Member

6/28/2022
Date

Carmen T. Moreno
Print Name

Laverie Wise
Region 4 ESC Authorized Board Member

6/28/2022
Date

Laverie Wise
Print Name

APPENDIX B - TERMS AND CONDITIONS ACCEPTANCE FORM

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

- Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Please see the following pages for our exceptions to Terms and Conditions.

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4
III. INSTRUCTIONS TO OFFERORS; Section 22, "Samples"; Page 10	Upon request, samples shall be furnished, free of cost, within seven (7) days after receiving notice of such request. By submitting the proposal Offeror certifies that all materials conform to all applicable requirements of this solicitation and of those required by law. Offeror agrees to bear the costs for laboratory testing, if results show the sample does not comply with solicitation requirements. Submissions may no longer be considered for failing to submit samples as requested.	<u>RESERVED</u> <u>[SHI Note: SHI requests this section be marked "reserved". Samples would not be applicable to cloud services.]</u>	Accepted
APPENDIX A; DRAFT CONTRACT; Opening; Page 1	This Contract ("Contract") is made as of ____, 2022 by and between ____ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	This Contract ("Contract") is made as of ____, 2022 by and between _ ____ ("Contractor") -and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Total Cloud Solutions and Services ("the products and services").	Accepted
APPENDIX A; DRAFT CONTRACT; RECITALS; Page 1	WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;	WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the <u>services, labor, materials, equipment, and supplies provided by Contractor under an SOW ("Sservices")/materials and third party software, computer peripherals, computer hardware, and associated IT services provided by third parties ("Product")</u> described in the RFP and Proposal; <u>[SHI Note: SHI requests these terms be defined to further clarify our role under this Contract.]</u>	Accepted

APPENDIX A; DRAFT CONTRACT; 9) Contract Alterations; Page 2	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.	No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC <u>and Contractor</u> . <u>[SHI Note: SHI requires any changes to the terms be mutually agreed upon in writing by both parties.]</u>	Accepted
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<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; a) Cancellation for Non-Performance or Contractor Deficiency; Page 2</p>	<p>Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material was not awarded under the Contract; iii. Failing to adequately perform the services set forth in the scope of work and specifications; iv. Failing to complete required work or furnish required materials within a reasonable amount of time; v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order. 	<p>Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period, <u>upon ten (10) days' written notice</u>. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the <u>Contract, upon ten (10) days' written notice</u>. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:</p> <ul style="list-style-type: none"> i. Providing material that does not meet the specifications of the Contract; ii. Providing work or material<u>Product or Services</u> was not awarded under the Contract; iii. Failing to adequately perform the Sservices set forth in the scope of work and specifications; iiiv. Failing to complete required Services<u>work or furnish required materials</u> within a reasonable amount of time; iv. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or vi. Performing work<u>Services</u> or providing services<u>Product</u> under the Contract prior to receiving an authorized purchase order. 	<p>Accepted</p>
<p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.</p>	<p>Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor <u>for Region 4 ESC ("Deliverables")</u> under the Contract shall immediately become the property of Region 4 ESC.</p>		
		<p><u>[SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]</u></p>	

<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; b) Termination for Cause; Page 3</p>	<p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p>	<p>If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract, <u>immediately upon ten (10) days' written notice</u>, and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor <u>for Region 4 ESC</u> will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.</p> <p><u>[SHI Note: SHI requests 10 days' notice prior to termination of default, so we may have the opportunity to cure.]</u></p>	<p>Accepted</p>
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<p>APPENDIX A; DRAFT CONTRACT; 11) TERMINATION OF CONTRACT; c) Delivery/Service Failures; Page 3</p>	<p>Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p>	<p>Failure to deliver goods-Product or Sservices within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articlesProducts in accordance with Contractor's return policy which is found at www.shi.com/returnpolicy ("<u>Contractor's Return Policy</u>"), or re-perform rejected Sservices when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.</p> <p><u>[SHI Note: Product returns are subject to SHI's return policy. SHI's remedy for non-conforming Services is re-performance. SHI is not liable for cost to cover.]</u></p>	<p>Accepted</p>
<p>APPENDIX A; DRAFT CONTRACT; 14) Delivery; Page 4</p>	<p>Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated</p>	<p><u>RESERVED</u></p> <p><u>[SHI Note: SHI requests this section be marked "reserved". SHI will not be physically shipping any Product under this Contract.]</u></p>	<p>Accepted</p>

APPENDIX A; DRAFT CONTRACT; 15) Inspection & Acceptance; Page 4	If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.	If defective or incorrect non-conforming material-Product is delivered, Region 4 ESC may make the determination to return the material-Product to the Contractor at no cost to Region 4 ESC <u>in accordance with Contractor's Return Policy. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.</u> <u>[SHI Note: All Product returns are subject to SHI's return policy.]</u>	Accepted
APPENDIX A; DRAFT CONTRACT; 16) Payments; Page 4	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.	Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon <u>within thirty (30) days of</u> receipt of a properly completed invoice. <u>[SHI Note: SHI requires payment within 30 days of receipt of an invoice.]</u>	Accepted
APPENDIX A; DRAFT CONTRACT; 19) Discontinued Products; Page 5	If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.	<u>RESERVED</u> <u>[SHI Note: SHI requests this section be marked "reserved", as this would not be applicable to cloud services.]</u>	Accepted

<p>APPENDIX A; DRAFT CONTRACT; 22)Warranty Conditions; Page 5</p>	<p>All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing</p>	<p>All supplies, equipment and s<u>Services and Deliverables</u> shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing <u>be free of material defects for ninety days commencing with Final Acceptance of the Services.</u></p> <p><u>EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS CONTRACT, CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO SERVICES OR DELIVERABLES TO BE PROVIDED BY CONTRACTOR HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY PRODUCTS.</u></p> <p><u>[SHI Note: SHI warrants its Services and Deliverables will be free from defect for ninety days after acceptance of Services. SHI cannot warrant on behalf of third party product it resells.]</u></p>	<p>Accepted</p>
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<p>APPENDIX A; DRAFT CONTRACT; 28) Stored materials; Page 6</p>	<p>Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.</p>	<p><u>RESERVED</u></p> <p><u>[SHI Note: SHI requests this section be marked “reserved”, as SHI will not be storing inventory for Region 4 ESC under this Contract.]</u></p>	<p>Accepted</p>
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<p>APPENDIX A; DRAFT CONTRACT; 30) Indemnity; Page 6</p>	<p>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p>	<p>Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all <u>third party</u> claims, damages, losses and <u>reasonable</u> expenses arising out of or resulting from the <u>actions gross negligence, willful misconduct, or violation of law</u> of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of <u>under</u> the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.</p> <p><u>[SHI Note: SHI will indemnify Region 4 ESC for any third party claim caused by its gross negligence, willful misconduct, or violation of law under this Contract.]</u></p>	
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ADD		<p><u>Limitation of Liability:</u></p> <p><u>NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF OR DAMAGE TO DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.</u></p> <p><u>EXCEPT IN THE CASE OF A PARTY'S OBLIGATION TO INDEMNIFY FOR THIRD PARTY CLAIMS, EITHER PARTY'S TOTAL CUMULATIVE LIABILITY TO THE OTHER IN CONNECTION WITH THIS CONTRACT, WHETHER IN CONTRACT, TORT OR OTHER THEORY, WILL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID OR PAYABLE BY REGION 4 ESC TO CONTRACTOR UNDER THIS CONTRACT FOR THE YEAR PREVIOUS TO THE INCIDENT WHICH GAVE CAUSE FOR SUCH LIABILITY. REGION 4 ESC ACKNOWLEDGES THAT SUCH AMOUNT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS CONTRACT AND THAT CONTRACTOR WOULD NOT ENTER INTO THIS CONTRACT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.</u></p> <p><u>[SHI Note: SHI requests this clause be added to the final contract, if awarded.]</u></p>	
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TAB 2 – PRODUCTS / PRICING

2.a) Products and Services /Pricing

i. Offerors shall provide pricing based on a discount or discount range from a manufacturer’s price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer’s product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, they different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. For services, Offerors shall describe how professional services and technical solutions are priced, i.e., hourly, by project, etc. Offerors may elect to limit their proposals to any category or categories.

SHI Response:

SHI is pleased to offer Region 4 ESC our full catalog of cloud products. We have more than 400 vendors we are selling cloud-based products for today and this category is rapidly growing. We have included below a sampling list of those vendors.

In addition to the cloud-based products, SHI is offering our entire catalog of solutions to ensure Region 4 ESC members have access to purchase solutions based on the current and evolving needs of the IT environment.

Manufacturer			
1Path	Cygilant	Intresys	ProCloud
365 Labs	Cylance	iOffice	ProofPoint
Accelera	Databank	ITI	Propeller Aero
Agile Access Control Inc	DemTech Voting Solutions	Kuder	RDE Systems
AgileBits	DH Wireless	Labyrinth Solutions Inc	Ready Education
Airnet	DigiStamp	LawVu	ReadyOp Communications
AKA Enterprise Solutions	Digital Construction Works Inc	Legal Suite	Redapt
Asorb	Envoc	MediSked, LLC	SecureDynamics
Asset Panda	Eplexity	MedProctor LLC	SecurityScorecard
Astadia	Esi Acquisitions	Merit International	Securly
Bonfire Interactive Ltd.	Futurity IT, Inc.	NBEnvironmental	Streetlight Data

BrightBytes	G2lytics	NCCER	Submittable
CASK LLC	Gold Systems	On Point Tech	ThreadFin
Catch Intelligence	Google	OnCell Systems Inc.	ThreatAdvice
Change and Innovation Agency	GovInvest Inc.	OnCorps Report	Thycotic
Cherwell	GovQA	OneLogin	Trace First
Circuit Tree LLC	Grant Thornton	OneVision	Transformyx
Citrix	GrantVantage	Online Web Services US	Transvault Software Ltd
CityBase Inc	GreenRope	Opencounter	Trifacta Inc
Civitas Learning	GrenCourt Legal Technologies, LLC	OpenDataSoft	TriTech
Clairvoyant	Grow Tix	OpenGov	Trust First
Clckwrk Inc.	GTY	OpportunitySpace Inc. (D.B.A. Tolemi)	Tumbleweed Press
Clearwater Solutons	Helix Innovations LLC	OtisEd	Turnkey Cyber Solutions
Cloud Cyber Range	HireRising	Pacify Health LLC	UiPath
Cloudmersive, LLCs	HireVue	Page Scholar	Unite USA
CloudNimble	HoB	Paladin Data	Urban Logiq
CloudPWR	Hoonuit	Panther International	US eDirect Inc
Cludo Inc.	Hyland	Panzura	USEReady

Pricing:

CATEGORY	TYPES OF PRODUCTS	DISCOUNT FROM ADVERTISED LIST
Software		
SW: SW-GEN-14-3	All Cloud Products* *Note: AWS Direct Customers wishing to move to SHI minimum .50% discount off SHI Advertised List Price	1.00%
SW: SW-GEN-14-3	All Software Categories, Operating Systems, Security, Administrative, Backup and recovery, Development Products, Database Software	1.00%
Services		
Professional Services	All services will be handled and created custom per SOW provided	
Hardware		
HW: A	Cables (Network, Signal, Fiber Optic, Power), Cameras, Surveillance video, Security Cameras and Access Control Systems, Videoconferencing Systems	4.50%
HW: B	Computer Accessories (Keyboards, Mice, docks, Flash Memory, speakers), Telephones Sets, Headsets, Headphones, Network Routers, Channel Converters, Equipment and phone cases.	4.50%
HW: D	Racks and Rack Hardware	4.50%
HW: E	Batteries, Uninterruptable Power Systems, Battery Chargers	4.50%
HW: F	Memory Modules, RAM, DRAM, SDRAM, Pen or Flash Drives	4.50%
HW: H	Hard Drives, Disk Arrays and Array Controllers, Power adapters and Inverters, Network Interface Cards & Network Switch Products, Multimedia Storage Products,	4.50%
HW: HW6-1	Notebook computers, Tablets, Servers, Point of Sale, Desktops, Thin Clients, Workstations, All in One Desktops	1.00%
HW: J	Maintenance, Warrantees, etc.	4.50%
HW: Q	Flat Panel Display monitors, Large screen Monitors, TVs	2.00%
HW: R	Printers (Ink Jet, Laser, Matrix, Line Matrix, Label), Scanners, Multifunction Machines	4.50%

HW: T	Power Products, PDUs, Power Supplies, Power Monitors	4.50%
All Other		
Other	All other undefined categories that SHI is able to offer to Vizient Members	Per SOW

Sample Professional Services Rate* Card for SHI:

Role	Rate
Data / Mobility Architect	\$325
Solution Architect / Consultant	\$275
Engineer	\$225
Project Manager	\$185

***Pricing is a sample and can vary on location, minimum billing requirements and other relevant variables. These rates do not include travel expenses. SHI reserves the right to review and update rates on an annual basis.**

ii. Include an electronic copy of the catalog from which discount, or fixed price, is calculated. Electronic price lists must contain the following: (if applicable)

- Manufacturer part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC

Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on a Flash Drive (i.e., Pin or Jump Drives).

SHI Response:

SHI is providing our full catalog of cloud publishers found at <https://texas.gs.shi.com/>. This catalog provides ESC Region 4 access to advertised pricing along with associated discounted price to ESC members.

The screenshot shows the SHI GS website interface. At the top, there is a search bar and navigation links for 'Contact Us' and 'Sign In'. Below the navigation bar, there are tabs for 'Hardware', 'Software', 'Brands', 'Solutions', 'Explore SHI-GS', and 'Tools'. The main content area displays a product listing for 'Lenovo XClarity Energy Manager'. The product details include:

- Price: \$46.00 (MRP: \$58.00)
- Availability: In Stock
- Features: License + 1 Year Software Subscription and Support, 1 node, Linux, Win, for Converged HX2310-E
- Part Numbers: Mfr Part #: 01DA225, SHI Part #: 31857597
- Buttons: Compare, Add to Cart

 On the left side, there are filters for 'Category' (Software, Virtualization) and 'Filters' (Add Keyword, Add).

iii. Public Cloud Service Providers (CSPs) – For each CSP your company is authorized to resell please:

a) Specify the Service Model(s) and Deployment Model(s) supported as defined by SP 800, The NIST Definition of Cloud Computing.

SHI Response:

SHI’s Cloud Practice

SHI’s cloud practice gives customers more visibility and control over their cloud environment without limiting functionality or hindering the user experience of what a cloud platform has to offer. SHI supports these major Cloud Service Providers (CSPs):

- Amazon Web Services (AWS)
- Google Cloud Platform (GCP)
- Microsoft Azure (Azure)

We do the heavy lifting where the customer needs it: aggregation of products and services, financial chargeback, management, performance rightsizing, and analysis. SHI collaborates with engineers and partners credentialed in top cloud platforms and compatible products such as AWS, Box, CommVault, One Login, Veeam, Symantec, VMWare, Cisco, Microsoft, and others, providing the customer a one-stop shop. We specialize in cost optimization, billing management, and governance, as well as infrastructure management and professional services. Today, SHI is AWS’ largest reseller spanning many different industries such as financial services, pharma, and SaaS.

Overview

- We manage over \$20M per month in IaaS assets for our clients.
- We provide tools and resources that help clients track their cloud assets and where their costs are going.
- We help align cloud usage and spend with clients’ business processes while they take advantage of the benefits underlying platforms have to offer.
- We bring forward the best resources, partners, and technologies for getting the most out of your cloud and hybrid environment.

Transformation to Cloud Solutions

Cloud-Based Solutions have changed the dynamics of pre-sales, acquisition, and on-going IT management. To keep up with new demands, SHI has developed processes and support to address Cloud consumption-based models, and we have resources dedicated to emerging partners to support our customers’ growing needs.

New licensing models

As licensing standards change to meet the demands of a mobile-first and cloud-first world, there is an emphasis on the “dual-user.” A dual-user is someone who uses technology for school or work, as well as privately. As new licensing models arrive, SHI helps users make sense of the varied cloud-based solutions in order to efficiently license, adopt, and consume these technologies. Always sensitive to price-point, SHI simplifies asset management through self-provisioning and self-service agreement/account management.

SHI Support Services

SHI's Cloud Support Services provide insight into your cloud environment, allowing us to make tangible recommendations that benefit your organization. We can help identify overprovisioned or dormant resources, analyze historical usage to determine more favorable pricing models, and provide ongoing monitoring to ensure you're staying on track with a secure, cost-efficient, and optimized cloud environment. SHI delivers industry standard and custom offerings through our Assess, Design, Build, and Manage methodology to integrate leading cloud technologies to your environment. Our certified solutions architects and technical consultants combine their technical expertise to deliver services that optimize the business and IT benefits of public, private, and hybrid cloud technologies.

Our support services include:

- **Cloud Platform(s) Service Onboarding:** Cloud Adoption starts with onboarding into one or more cloud platforms. We have standardized our approach to determine available cloud functionality and overcome billing and security challenges, all while providing guidance on best practices.
- **Net Terms Billing:** Organizations need flexible payment terms to consider CAPEX vs. OPEX, extended net term billing options, financing, account consolidation, financial chargebacks, and pricing program assistance. SHI collaborates with you to understand your billing requirements and provide a variety of billing options to fit your specific needs.
- **Reporting & Analytics:** Capturing your organization's cloud costs and usage allows us to facilitate meaningful business decisions that are crucial for productivity. We will assess your metadata for multiple cloud platforms into a consolidated view as well as provide a guided analysis based on years of consulting experience with enterprise clients.
- **Always Available Support:** When you have a critical issue, you need to count on superior support. Our Cloud support team of certified cloud account managers, cloud solution architects, and our 24x7 Cloud Service Desk is available to provide technical support throughout your cloud journey.
- **Cloud Spend Optimization:** Cloud costs don't have to be unpredictable and difficult to manage. We provide proactive guidance based on your cloud usage and growth plans to help you reduce costs and optimize your cloud infrastructure.
- **Advisory Services:** Whether you are in the process of evaluating your cloud strategy or need in-depth architectural support, we have the vision, technical expertise, and range of services to guide you.
- **Volume Licensing Expertise:** We can help you move your licenses to the cloud, select the right buying program(s), maintain licensing compliance, and best of all, avoid audits! Our licensing experts will identify, monitor and optimize your software assets to ensure you receive the most value in your IT investment.

b) *Provide proof of your company’s authorization to resell*

- *For CSPs primarily engaged in delivery IaaS/PaaS, proof of authorization to resell must come from CSP*

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

- *For CSPs primarily engaged in delivering SaaS, proof of authorization to resell may come from either the CSP or an authorized distribution channel*

SHI Response:

Please see section *Partner Packages* at the end of our response document.

c) *Copy of (or link) any current CSP Service Level Agreement (SLA)*

SHI Response:

Please see section *Partner – Terms and Conditions* for SLA information on the following products:

- Amazon Web Services
- Google
- Microsoft

d) *Copy of (or link) for any other relevant terms and conditions that may be required by the CSP*

SHI Response:

Please see section *Partner – Letters of Authorizations* to resell the following IaaS/PaaS products:

- Amazon Web Services
- Google
- Microsoft

e) *CSA STAR Self-Assessment*

- *All proposed public CSPs must achieve a LEVEL ONE: CSA STAR Self- - Assessment by completing a Consensus Assessments Initiative Questionnaire (CAIQ) or submitting a report documenting compliance with Cloud Controls Matrix (CCM) that is current and publicly available at the CSA Star Registry.*

SHI Response:

The scope and requirements of this RFP are such that it would be extensive to include all of the cloud-based offerings that SHI has in its catalog today. Instead, we commit to adding products and solutions over the course of this contract as new technologies emerge or as customer needs arise.

SHI is responding today with offerings from AWS, Google and Microsoft, please see below for CSA Star Assessment links.

- Amazon’s response to the CSA STAR Assessment can be found here: <https://aws.amazon.com/compliance/csa/>
- Google’s response to the CSA STAR Assessment can be found here: <https://cloud.google.com/security/compliance/csa>
- Microsoft Azure’s response to the CSA STAR Assessment can be found here: <https://docs.microsoft.com/en-us/compliance/regulatory/offering-csa-star-self-assessment>

Private Cloud Infrastructure - Describe your capability and approach to providing private cloud environments to your Customers. For each CIP your company is authorized to sell, please:

a) Specify how its solutions are relevant to private cloud infrastructure

SHI Response:

SHI provides a full range of capabilities across the Private Cloud Infrastructure spectrum. We partner with industry leaders such as VMware, Nutanix, and all tier 1 infrastructure and software manufactures to help support our customers on premises and off premises Private Cloud Infrastructure requirements. SHI provides a full catalog of options which will include a broad range of vendors. We are happy to provide proof of authorization as requested at time of quoting.

b) Provide proof of your company’s authorization to resell

- *Proof of authorization to resell may come from either the CIP or an authorized distribution channel*

SHI Response:

SHI is providing a full catalog option which will include hundreds of various vendors. We are happy to provide proof of authorization as requested at time of quoting.

Cloud Application – Describe your capability and approach to:

a) Modernizing and migrating legacy applications to run on Customer clouds

SHI Response:

Fully realizing the possibilities of the cloud requires rethinking how organizations manage their workloads. Whether your migration or modernization effort is focused on public or private infrastructures or building a hybrid environment, SHI will support your journey. With experience supporting multi-cloud environments, SHI has expertise helping organizations evaluate migrating complex workloads, consider different approaches for different clouds, reduce migration time with automation, and help organizations realize an improved business time-to-value.

Because migrating and modernizing legacy systems is a major undertaking with many possible paths, SHI provides paid Cloud services which begins by evaluating your requirements and advising on the appropriate course of action. Through our assessments and evaluations, SHI’s application and cloud experts can provide insights into your current database and application architecture, usage, resources, and dependencies.

Additionally, SHI can analyze the optimal method for migration and modernization with a “Six-Rs” analysis. This analysis considers the possible ways an application could and should be moved to

a cloud. These possibilities include *Retaining* on premises, *Retiring* the application, *Replacing* with another service or SaaS, *Rehosting* the application in its current form, *Replatforming* the application, or *Refactoring* the application with native cloud services. By thoroughly reviewing these applications, SHI can guide you through the options, risks, and benefits for migrating these applications to the cloud in their current form or with modern cloud techniques that utilize native services.

In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance Cloud services around the following:

- Migrations
- Virtualization
- Containerization
- Virtual Desktop Infrastructure
- DevOps
- Cloud Hosted Databases
- DRaaS

b) Developing and deploying new applications to run on Customer clouds

SHI Response:

Evolving business requirements sometimes exceed the capabilities of existing applications. In some of these cases, it may become necessary to develop and deploy new applications in public clouds. Frequently this also means leveraging the latest in native cloud technologies. Based on the scope of the project, SHI can assist with this by ensuring that best practices are followed throughout the cloud adoption journey. SHI provides paid Cloud services which begins by understanding the purpose and requirements of the initiative in order to advise on the appropriate course of action. Based on the requirements, SHI's services and solutions organization of internal and 3rd party partners and subcontractors can offer various types of support.

In most cases, SHI follows a multi-step process of assessing, designing, building, and implementing a solution. Whether upgrading or a replacing, SHI helps you take your legacy applications to the next level. We create a future-state roadmap for your legacy applications for cloud and retool your infrastructure bringing enhanced capabilities to business long term.

Beyond applications, a common challenge for many organizations deploying cloud applications is governance and security. As a partner of AWS, Azure, and GCP, SHI frequently advises customers about best practices for cloud environment health and governance. This includes solutions such as landing zone designs, cost optimization, and infrastructure modernization, and cloud security solutions.

Managed Cloud Services – Describe your capability and approach to managing cloud services to Customer running solutions on public and/or private clouds

SHI Response:

Organizations are moving their workloads to cloud to scale, keep up with remote workforces, and improve flexibility, but often internal IT departments don't possess the skills to effectively maintain and expand their cloud environment. As organizations accelerate innovation, take greater risks, and enjoy more

adaptable operations, SHI's provides paid Cloud services and solutions which enable you to maximize and align cloud resources with your business and IT goals.

SHI helps our customers reimagine their possibilities by providing dependability through our Public Cloud managed services. These paid services can include assistance such as cost optimization, patching and change management, service and incident response, securing workloads, monitoring and alerting, cloud backup management, and other solutions. Depending on the service tier provided, SHI can provide 24x7 technical support.

SHI has multiple capabilities working with partners as shown in the Letters of Authorization following this section. In addition to our own internal capabilities, SHI has a highly vetted subcontractor network that can provide paid assistance for certain Cloud services as well.

Services – Describe any additional cloud services

SHI Response:

Cloud Optimization is crucial, especially for organizations in the midst of transforming workloads and modernizing applications to leverage the public cloud. SHI has developed a one-of-a-kind paid Multi-Point Cloud Optimization Assessment structure designed for customers who are trying to get the most from their cloud investment.

Our exclusive Cloud Optimization methodology does not solely focus on cost; it also addresses architecture and governance tuning to leverage the dynamic pricing and scalability models of the cloud. For qualifying customers, SHI will address the Compute, storage and network optimization. SHI can check governance policies currently in place, gain improved visibility and insight to stay ahead of future optimization efforts, including tagging, account structure, alerts, reports, policies and licensing which are all essential for budgetary forecasting.

SHI O365 Optimization

In addition to the details above, another example of SHI's cloud service optimization capabilities are SHI helps customers gain insight into user-based consumption in order to help remediate the sprawl we see that lead to overspending. Our ITAM experts will help you achieve centralized visibility across any number of tenants and agreements. We can automatically perform subscription provisioning, de-provisioning and re-tiering in the O365 portal. SHI offers three subscriptions: Standard (Value Add), Professional and Premier (Fee-Based), that ranges from providing insight (Standard) to an ongoing managed service where SHI implements optimization recommendations for you (Premier).

iv. Is pricing available for all products and services?

SHI Response:

Yes, SHI is uniquely positioned to provide best pricing for all of your IT needs and has established long-tenured relationships with all major OEM's and emerging partners. We accomplish this by working with your team to understand your requirements and addressing your technology needs early and often.

v. Describe your unique offerings or attributes of your company and/or cloud solutions offering as compared to your competition and how its differentiators provide additional value to Region 4 and OMNIA Partners members

SHI Response:

As cloud technologies have progressed, SHI has worked to keep up with these ever-growing changes. Our cloud portfolio has grown exponentially over the past five years, and we have developed our cloud

solutions team and services to meet the evolving needs of our customers. SHI takes pride in delivering the best technology with the top leaders in the industry, and it is our goal to help our customers understand every aspect of cloud technology – from implementing, managing, and troubleshooting their cloud solution. We recognize with our customers, especially our education customers, that every dollar counts; we will work to provide the best pricing that our customers are eligible for and continue to assist in evaluating cloud costs with support from our cloud services team.

vi.

SHI Response:

Not Applicable, no question here.

vii. Provide pricing for warranties on all products and services.

SHI Response:

SHI will apply any applicable publisher warranty.

viii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

SHI Response:

SHI is not offering incremental sales volume growth rebates at this time. SHI is however offering Region 4 ESC our most competitive pricing upfront.

ix. Describe how customers verify they are receiving Contract pricing.

SHI Response:

SHI facilitates several Public Sector contracts across the State of Texas to ensure customers procure the best technology at the most competitive prices possible.

The proposed pricing model discount is based off of SHI's Advertised List Price, which is a verifiable source, referenceable 24/7/365 at <https://texas.gs.shi.com/>. SHI Advertised List Price is based on current market conditions and in many cases, already reflects a substantial discount off Manufacturer Published List prices, where a list price exists. SHI's internal support regularly analyzes the current market to verify that SHI Advertised List Price is competitive.

We offer best pricing to our customers at the time of purchase. Given the breadth of manufacturers and products that SHI offers, opportunities for SHI to secure additional discounts for eligible contract users are plentiful. We work to provide your contract users with the most advantageous pricing available, and we go above and beyond the minimum discounts offered, whenever possible and as often as possible.

x. Describe payment methods offered.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 30 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

SHI Response:

SHI is proposing a discount off SHI Advertised List Price. therefore Region 4 ESC will be presented with most up to date discounted pricing.

xii. Describe how future product introductions will be priced and align with Contract pricing proposed.

SHI Response:

SHI is committed to providing you with a pricing model that will stand the test of time throughout the contract term, based upon two primary values: customer-centric approach and honest pricing.

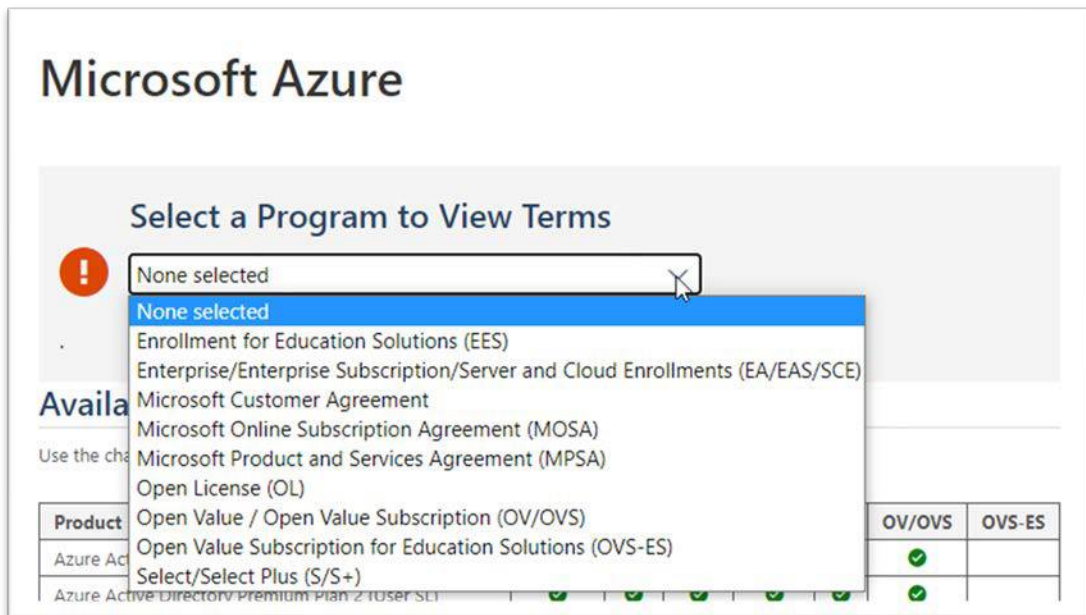
xiii. Provide any additional information relevant to this section.

SHI Response:

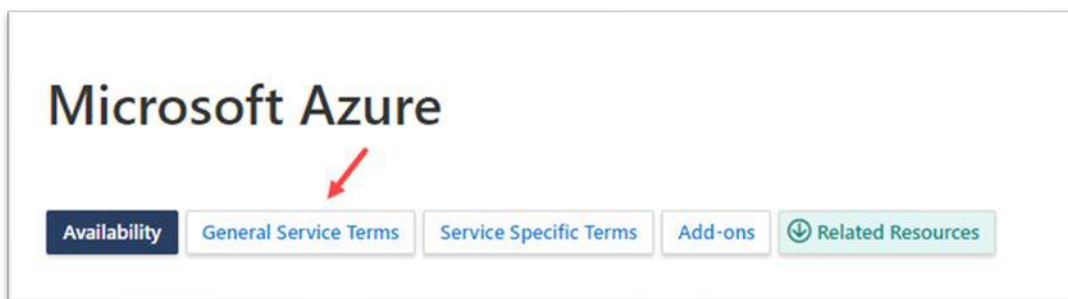
Not Applicable.

PARTNER – TERMS AND CONDITIONS

- **AWS Terms and Conditions**
 - Please see section *Partner Packages* at the end of our response document.
- **Google**, through **Carahsoft** as Google’s single-source distributor for Public Sectors Terms and Conditions:
 - [Workspace \(Public Sector\)](#)
 - [Workspace for Education](#)
 - [GCP](#)
 - [PSO](#)
- **Microsoft Azure Terms and Conditions with Instructions:**
 - [Azure Terms](#)



Then choose “General Service Terms”



PARTNER - LETTERS OF AUTHORIZATION

Please see the following pages for authorization to resell the following products:

- AWS
- Google
- Microsoft

AWS – Letter of Authorization

CC VND 00300568 2022 TR



Amazon Web Services, Inc. • 410 Terry Avenue N. • Seattle, WA 98109

April 28, 2022

SHI International Corp.
290 DAVIDSON AVE
SOMERSET, NJ 08873-4145
United States of America

Re: Letter of Support for RFP# 22-08

To Whom It May Concern:

Amazon Web Services, Inc. (AWS) is very pleased to support SHI International Corp. in its efforts to assist Region 4 Education Service Center for RFP# 22-08 using the AWS Cloud. This letter confirms that SHI International Corp. is an AWS Partner Network (APN) AWS Premier Partner in good standing.

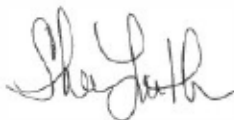
SHI International Corp. participates in the following AWS Partner Programs: AWS Solution Provider Program, AWS Public Sector Solution Provider, and Well Architected.

AWS offers commercially available, web-scale computing services that help organizations avoid much of the heavy-lifting typically associated with launching and growing successful applications. These services are based on Amazon's own back-end technology infrastructure and incorporate over a decade and a half of experience building one of the world's most reliable, scalable, and cost-efficient web infrastructures. The use of AWS will provide you with access to expertise in large-scale distributed computing and operations and will enable your applications to be robust and scalable.

AWS values and appreciates the opportunity to support SHI International Corp., and we look forward to a long and productive relationship. If you have any questions, or require additional information, please contact Sean Walsh, Manager, PDM, at setwalsh@amazon.com or 7575601547.

Sincerely,

Amazon Web Services, Inc.



Shannon Lowther
Senior Manager, Worldwide Public Sector Contract Management

Google / Carahsoft – Letter of Authorization



Carahsoft Technology Corp.
11493 Sunset Hills Rd
Suite 100
Reston, VA 20190

April 25, 2022

SHI International Corp.
290 Davidson Avenue
Somerset, NJ 08873

To whom it may concern,

Carahsoft Technology Corp., Google Cloud's public sector distributor, authorizes the above named partner for resale of the following services:

- Google Cloud Platform
- Google Services
- Google Workspace

Should you require any additional information, please contact the undersigned at 703-889-9838 or direct email at Jeff.Dowdy@carahsoft.com.



Jeff Dowdy
Director
Carahsoft Technology Corp.

Microsoft – Letter of Authorization

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



4/21/2022
Region 4 ESC
RFP#22-08

To whom it may concern:

I hereby confirm that SHI International Corp has satisfied the requirements for demonstrating and validating their technical capabilities in the Microsoft Partner Network program.

SHI International Corp (MPNID: 1023126)
290 Davidson Ave
Somerset, NJ - 08873
United States

Competencies: Demonstrate technical capabilities in Microsoft products or technologies.

- Gold Messaging (Expires on 12/15/2022)
- Gold Application Integration (Expires on 12/15/2022)
- Gold Data Analytics (Expires on 12/15/2022)
- Gold DevOps (Expires on 12/15/2022)
- Gold Data Platform (Expires on 12/15/2022)
- Gold Enterprise Resource Planning (Expires on 12/15/2022)
- Gold Project and Portfolio Management (Expires on 12/15/2022)
- Gold Communications (Expires on 12/15/2022)
- Gold Application Development (Expires on 12/15/2022)
- Gold Collaboration and Content (Expires on 12/15/2022)
- Gold Cloud Platform (Expires on 12/15/2022)
- Gold Datacenter (Expires on 12/15/2022)
- Gold Cloud Productivity (Expires on 12/15/2022)
- Gold Small and Midmarket Cloud Solutions (Expires on 12/15/2022)
- Gold Enterprise Mobility Management (Expires on 12/15/2022)
- Gold Windows and Devices (Expires on 12/15/2022)
- Gold Security (Expires on 12/15/2022)

Microsoft Corporation is an equal opportunity employer.

Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



Advanced specializations: Validate technical capabilities to deliver specialized services in a specific solution area.

- Adoption and Change Management (Expires on 11/30/2022)
- Teamwork Deployment (Expires on 10/26/2022)
- Microsoft Windows Virtual Desktop (Expires on 9/29/2022)

Azure Expert Managed Service Provider: Validate expertise in end-to-end cloud lifecycle management including assessing, migrating, building, deploying, optimizing, and efficiently managing business solutions on Microsoft Azure.

- (Expires on 7/1/2022)

SHI International Corp is currently doing business with Microsoft in the following locations:

- SHI International Corp, US, Somerset (Somerset) (MPNID: 351789)
- SHI INTERNATIONAL CORP, GB, MILTON KEYNES (MILTON KEYNES) (MPNID: 988165)
- SHI Canada ULC, CA, NORTH YORK (NORTH YORK) (MPNID: 1645489)
- SHI France, FR, Issy-les-Moulineaux (Issy-les-Moulineaux) (MPNID: 2485733)
- SHI International Corp, NL, Hertogenbosch (Hertogenbosch) (MPNID: 2721352)
- SHI Switzerland, CH, Zug (Zug) (MPNID: 2747384)
- SHI International Corp, CN, Hong Kong (Hong Kong) (MPNID: 3005607)
- SHI INTERNATIONAL SAS,FR,ISSY LES MOULINEAUX (ISSY LES MOULINEAUX) (MPNID: 4411644)
- Gabriel Cohen (ISSY LES MOULINEAUX) (MPNID: 4411645)
- SHI Singapore Solutions PTE. Ltd., SG, Singapore (Singapore) (MPNID: 5010404)
- SHI International Corp Hong Kong Limited, HK, Central HK (Central HK) (MPNID: 6082723)
- SHI Global IT Solutions Ireland Limited, IE, Dublin (Dublin) (MPNID: 6082726)
- SHI Corporation UK Ltd, GB, Milton Keynes (Milton Keynes) (MPNID: 6082726)

Microsoft Corporation is an equal opportunity employer.

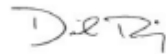
Microsoft Corporation
One Microsoft Way
Redmond, WA 98052-6399

Tel 425 882 8080
Fax 425 706 7329
www.microsoft.com



- 6236818)
- SHI International Corp Australia Pty Ltd. (Sydney) (MPNID: 6399328)

Best Regards,



Dan Rippey
Program Director for the Microsoft Partner Network

Microsoft Corporation

TAB 3 – PERFORMANCE CAPABILITY

2.b) Performance Capability

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong 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 OMNIA Partners.

SHI Response:

Please see Appendix D, Exhibit A tab below.

ii. The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

SHI Response:

Please see Appendix D, Exhibit B tab below.

iii. Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

SHI Response:

Please see Appendix D, Exhibits F and G tabs below.

iv. Describe how Offeror responds to emergency orders.

SHI Response:

In general, nearly all cloud-based software offered through this response will be delivered through a download or another electronic method. In situations where physical product is required SHI can offer expedited delivery if the order is placed before the cutoff time and the product is in stock. Fees may apply.

v. What is Offeror's average Fill Rate?

SHI Response:

Per Q&A - Not applicable to this RFP.

vi. What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.

SHI Response:

Per Q&A - Standard language; if applicable to your offering please provide shipping & delivery timelines.

vii. Describe Offeror's return and restocking policy.

SHI Response:

SHI's return policy is customer-centered – we will always do our best to accommodate returns for any unopened box up to 30 days after receipt. Rarely, a customer might receive an incorrect, damaged, or non-working (DOA) product; if a product issue occurs, SHI accepts return of that product within 30 days, with no restocking fees, regardless of the package being opened. After 30 days of receipt, SHI will still make a best-faith effort to accommodate a return.

Occasionally, the product manufacturer has a “no returns” policy; in these cases, we notify customers at the time of quote to ensure transparency and confidence in purchase. In these specific instances, SHI is unable to accommodate returns.

Our return process is simple:

To request a return, first contact your dedicated sales team, via email, phone, or through the “Request Return Authorization Number” section on the SHI.com website.

Your Inside Account Manager will then provide you with a return authorization (RMA) number, along with a shipping label. With the RMA number clearly included on the shipping label, the customer then ships their return to SHI, and we process the return. In some cases, to expedite a return, SHI will arrange to have the return-product picked up directly. Once the return has been fully processed, SHI will credit the customer's invoice. In addition, we send out replacement orders prior to receiving returns in order to expedite the process for the customer.

Occasionally, Software Publishers may require a customer to fill out a Letter of Destruction. In these cases, SHI provides a letter to customer, who signs and returns it to us. To help simplify and expedite the process, SHI takes care of the rest – processing the Letter of Destruction directly with the Software Publisher. At any point, if customers encounter issues with their products, the SHI Account Team is accessible and eager to help!

More information and details are available at SHI's GS Return policy link:
<https://texas.gs.shi.com/CustomerServices/SHIInfo.aspx?ContentId=768>.

viii. Describe Offeror's ability to meet service and warranty needs.

SHI Response:

SHI can offer 3rd party, non-manufacturer warranties that will allow customers to extend the life of mission critical devices with world-class service and support. These upgraded warranties are offered for an additional fee.

SHI Complete Care warranty programs allow customers to maximize their warranty benefits at minimal costs. Leveraging our partner network, SHI has managed to secure standard product manufacturer warranties for most customers at no charge for the first year. With the addition of SHI Complete Care, the same level of warranty services is provided for subsequent years – generally at a cost far lower than an equivalent manufacturer's warranty. Additionally, SHI Complete care customers pay no deductibles for claims.

Your SHI Complete Coverage can begin on the date of purchase or after the manufacturer's warranty expires, and coverage is not affected by what the limited manufacturer warranty offers. Our Warranty Services alleviate multi-year budgeting constraints and deliver service when and where you need it! Included in Product Protection Services in basic triage and remote diagnosis; 24-hour advanced exchange, depot service, and three-way shipping. As an additional benefit, our warranties protect against accidental damage, including drops, spills, and cracked screens.

Finally, SHI offers post-warranty and maintenance agreements for products that are still viable and in use.

THE BENEFITS OF SHI'S ENTERPRISE WARRANTIES	SHI'S COMPREHENSIVE PRODUCT PROTECTION
<ul style="list-style-type: none"> • Coverage up to 5 years • 24/7 technical support • U.S. based call center • Global support Capabilities • 100% coverage for commercial use, parts, labor, and accidental damage • \$0 deductible 	<ul style="list-style-type: none"> • 100% coverage on parts and labor, normal wear and tear, and power surges • "No Lemon" guarantee • Replacement for products that are beyond repair • No deductibles, hidden fees, or surprise charges • Commercial use

If you maintain equipment under a warranty that is about to expire – or already has expired – SHI's post-warranty and maintenance agreements keep you covered. Our field engineers serve as an extension of your IT organization and deliver reliable, efficient, and customizable hardware maintenance support. Our program can consolidate multiple vendor agreements, and equipment can be added or removed from coverage at any time.

We provide affordability and reliable alternatives to manufacturer maintenance agreements, and flexible contracting provides 40-60% cost-savings from OEMs to your organization. Our Level III engineering teams—hired directly from OEMs and averaging over 15 years of experience—have helped us earn extraordinary trust with our customers and are available in every major metropolitan area throughout North America.

In collaboration with our partner network, SHI can access over 50 service locations and 110 global stocking locations to support your needs, no matter where the equipment is located.

ix. Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.

SHI Response:

In general, SHI manages issues through the prioritization of your requests. Your dedicated SHI Account Team will escalate requests both internally and through our OEM partners, as required. SHI is committed to prioritizing customers interests and will be an advocate for your organization to resolve any issues. SHI is committed to providing Region 4 ESC with the resources you need to ensure high quality customer service in the support of your agreements. The team is committed to dedicating as much time as required to meet the required service levels. SHI's escalation process is simple and straightforward. You may escalate a question to the next level at any time that you feel is appropriate. Also, you can rest assured that, if necessary, your SHI representative will escalate an issue internally for resolution.

SHI is committed to your total satisfaction and has been and will continue to be willing to make the changes necessary to the account/support team and any levels of service, as required, to resume business continuity and restore harmony.

A key aspect of SHI's Quality Management System is our attention to performance by reviewing metric data. All departments must work together to meet SHI's Quality Objective. A breakdown in one area may

result in a delay in other areas. When all departments meet their objectives, SHI can meet or exceed our customers' expectations.

SHI encourages our customers to send emails to our Director of Quality at QualityDirector@SHI.com. The Director of Quality reports customer feedback to Top Management and Department Leaders at SHI. As necessary, they will respond to the customer's comment, assign a corrective action, and follow up with the customer to ensure that the issue has been resolved.

SHI is prepared to report on and take corrective action related to service incidents on a company-wide basis through our ISO 9001:2015 Quality Management System. SHI is committed to acting quickly and effectively to resolve any issues that may arise.

Our public sector field territories are structured by vertical and geography. With Account Executives (AEs) who live and work in their territories, our emphasis is on frequent, consistent, face-to-face communication with customers. Each AE is supported by a team of Inside Account Managers (IAMs) who are responsible for day-to-day customer service and questions surrounding quotations, order placement, and general concerns. Our inside sales teams coordinate an extensive network of additional support and resources behind the scenes and will work to get any question you have answered quickly and accurately.

SHI provides support to our customers between the hours of 8:00 am – 8:00 pm in every time zone. Individual team hours depend on the location of customers and contractual requirements. We are only completely closed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Support is available every other business day of the year. Furthermore, SHI.com, SHI's e-commerce platform, is available to our customers 24/7/365.

x. Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.

SHI Response:

SHI offers several billing options. Your dedicated SHI Account Team will work closely with Region 4 ESC to understand your billing needs and will work in coordination with your assigned SHI Accounts Receivable representative to establish a billing method that works for you.

Transactional Invoices

At the time of shipment, SHI will provide an invoice for each shipment under each customer purchase order number. Our standard payment terms are Net 30 Days.

Monthly Summary

The SHI consolidated billing option can offer tremendous savings; at the end of each month a single invoice will provide a detailed account of all transactions processed for that month. SHI's standard payment terms for monthly invoicing are Net 15 days.

Corporate Procurement Card

Many of our larger customers have implemented a Corporate Procurement Card Program, which SHI supports through our acceptance of MasterCard, Visa, and American Express. SHI provides Level II reporting data for credit card transactions, which means we are able to provide order header information on your credit card statements.

Financing

SHI Capital offers flexible payment solutions for our customers to finance 100% of their equipment, software, and services with 0% down payment, allowing them to preserve cash and accelerate their ROI while hedging against inflation and keeping updated with the latest technology. Let us suggest a customized, flexible payment solution to match the budget requirements that offer several different outcomes at the end of your finance agreement.

xi. Describe Offeror's contract implementation/customer transition plan.

SHI Response:

SHI understands the issues for our customers to transition their OEM agreements and procurement from one SHI to another. With the hurdles that our customers face in mind, SHI will create and execute a seamless implementation plan with as little disruption to customer as possible. Please find below an overview of SHI's implementation plan. More details can be added, as we work together to understand all of the requirements.

Transition Schedule

Please see the details below pertaining to SHI's transition schedule activities:

- The Account Executive would handle all contract negotiations, ensuring closure to support implementation of the program.
- After the contracts are completed, SHI would request a ramp up time window, to be determined by SHI and customer.
- A Program Management team would be formed to support customer; including members of the SHI Dedicated Account Team.
- A kick-off Sales/Operations meeting would take place to thoroughly review all customer requirements in detail. Parties in attendance would include members of your dedicated SHI Account Team along with additional SHI resources who will support the Contract. This review will follow the tentative schedule below:

Week One:

- Service Levels: Review of the customer requirements to ensure the implementation plan adheres to all expected and agreed to service levels for the services identified to be performed by SHI at the various levels.
- Dedicated Account Team Staffing: Begin process of naming primary and secondary IAM's and Licensing Executives for all customer's IT procurement activities.
- Assets: Begin process of defining customer's current assets and requirements.
- Previous/Existing Service Customer Transition Plan: Discussion regarding any obligations from any previous or current service provider, identifying areas of assistance SHI can provide in transition plan.
- Week One Program Management Review

Week Two:

- Customer to identify details and conditions.
- Customer/SHI to notify manufacturers of change in Reseller on the Agreements.
- SHI to create overview documents of each agreement for access by all Account Team Members.
- Customer/SHI to identify new agreement opportunities.
- Order Process Flow: A complete review of required order flow processes would take place, ensuring any modifications to standard processes to meet the unique requirements of customer are documented and communicated across the entire support team.
- Week Two Program Management Review

Week Three:

- Orientation: Both SHI and customer would receive orientation as to responsibilities, requirements, standard operating procedures as well as critical tasks and timelines. Important areas of review will be customer specific training on purchasing policy and procedures, ordering procedures and specifics, points of contact within customer environment to include but not limited to the Technical Staff, Operational Staff, Third Party SHIs and others as deemed appropriate.
- Training on Value-Added Tools: Training to identify customer staff on how to utilize tools such as order status tracking, Report Factory, License Management System, License Allocation System, License Redeployment Management Service and SHI Direct.com comparison features.
- Week Three Program Management Review

Week Four:

- Week Four Final Program Management Review: Meeting to review all pieces to ensure cohesive program planning. Implementation plan finalized with go-live date solidified.
- Pilot: A selected number of orders will be run through the process identified for real-life scenarios to gain final approval for all procurement activities. Once this has been agreed as operational by all parties, the go-live date will be confirmed.

xii. Describe the financial condition of Offeror.

SHI Response:

SHI Government Solutions is a privately held company under the same ownership since 1999, and we have a financially strong and stable business model that has proven itself over time. In 2021, we transacted business with more than 600 unique public sector entities across the State of Texas, recognizing revenues at more than \$380 Million. We are sufficiently capitalized and funded to support the full scope of services and full potential term of any contract resulting from this RFP without jeopardy to any other ongoing or future business endeavors. SHI-GS's gross annual sales for the prior five years are:



xiii. Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website’s capabilities and functionality.

SHI Response:

As part of SHI's Procurement Services, SHI will provide a web-based procurement platform, <https://texas.gs.shi.com/>. Our platform offers the latest in functionality and the greatest in a user-friendly interface. SHI.com also offers functionality explicitly designed for business-to-business. Whether used as a stand-alone procurement system or integrated with the customer's current procurement systems, SHI.com provides the functionality and customized user experience needed to manage your I.T. procurement workflow.

The SHI E-Commerce Specialists are available to provide training to those employees authorized to access contract pricing and information at SHI.com. SHI can schedule training based on the customer's level of access to the site. Upon award, your Account Executive will work with Region 4 ESC's stakeholders to determine the program and schedule that would work best for them.

SHI's Procurement Platform includes innovative Custom Catalog capabilities, which dynamically filter product offerings to provide SHI clients with personalized product information views. SHI clients can easily find and compare SHI's products. SHI can deliver a differentiated customer experience that simplifies purchasing, encourages repeat business, and boasts key metrics like frequently viewed products and contracts or standard items. We provide tremendous customization and seamless workflow that meets your unique needs.

Users with the appropriate permissions can run the following types of reports on SHI.com:

- Invoicing
 - 12-month spend manufacturer profile
 - Invoice detail report
 - Invoice detail for manufacturer report
 - Invoice detail with serial numbers report
 - Invoice detail with serial numbers and tracking report
 - Invoice summary report
 - Product purchase history report
- Order
 - Order detail report
 - Shipped order detail report
 - Un-invoiced order report
- Entitlements
 - Maintenance renewal report

The user will select the report type, the date range for the report, and will enter the email address for delivery, up to an unlimited number. Also, you will select the format in which you want the reports, i.e., Microsoft Excel, HTML, tab-delimited text file, or fixed-width text file. Once the form is complete, our server will run the report and send the email with an attachment in the requested format. Our web-based reporting tool delivers 95% of all reports within 5 minutes.

SHI would look forward to the opportunity to demonstrate the full capabilities of this site to the Region 4 ESC.

xiv. Describe the Offeror’s safety record.

SHI Response:

Per Q&A - Not applicable to this RFP.

xv. Provide any additional information relevant to this section.

SHI Response:

Not applicable.

APPENDIX D, EXHIBIT A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

i. Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong 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 OMNIA Partners.

Appendix D, Exhibit A - 3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with OMNIA Partners as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of OMNIA Partners, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions**, has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams. Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

“

Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services.”

IT Administrative Specialist
UT Tyler

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with OMNIA Partners be founded upon three key principles:

- Our proven ability as a holistic IT solution provider to supply OMNIA Partners with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for OMNIA Partners.
- Our dedication to proactive communication and building relationships with representatives of OMNIA Partners at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI’s robust web portal, which provides order processing and asset management reporting.

With more than \$380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help OMNIA Partners focus on meeting their evolving technology needs.

SHI’s proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3 G Marketing and Sales, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI’s broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with OMNIA Partners at a local level.

Our proposal responds directly to the prompts and requirements within OMNIA Partners request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and

customer support services designed to enhance OMNIA Partners’ current productivity and allow for better delivery of services to the staff and students of OMNIA Partners. SHI is poised to provide the OMNIA Partners and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all OMNIA Partners, and we’ve included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns – and OMNIA Partners will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support OMNIA Partners, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.



Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing OMNIA Partners with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

“

As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.

THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.

If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.

SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...

I would definitely recommend working with you again in the future.”

Connie DiVincenzo

UT Austin, Administrative Services Officer III
Financial and Business Services

B. Total number and location of salespersons employed by Supplier.

SHI Response:

SHI-GS – 25 Account Executives and 22 tele-sales specialists.

SHI International – 165 Account Executives and 175 tele-sales specialists.

C. Number and location of support centers (if applicable) and location of corporate office.

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. As a privately-owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow's IT challenges. SHI is an \$12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.



To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro and TD Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with

inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

SHI Government Solutions' headquarters is: 3828 Pecana Trail, Austin, Texas 78749.

SHI International Corp.'s headquarters is: 290 Davidson Avenue, Somerset, New Jersey 08873.

D. Annual sales for the three previous fiscal years.

SHI Response:

SHI-GS:

- 2021: \$380 million
- 2020: \$435 million
- 2019: \$345 million

SHI International:

- 2021: \$12 billion
- 2020: 11.1 billion
- 2019: \$10.7 billion

a. Submit FEIN and Dunn & Bradstreet report.

SHI Response:

SHI Government Solutions Federal ID is 22-3695478.

SHI Government Solutions DUNS number is 14-724-3096

D&B Finance Analytics

LIVE REPORT

SHI/GOVERNMENT SOLUTIONS, INC.

D-U-N-S Number: 14-724-3096 **Address:** 3828 Pecana Trl, Moved From: 1301 St Mo-pac Expy Ste 375, Austin, Tx,Austin, TX, 78749, United States Of America
Phone: +1 512-634-8100 **Endorsement:**keith_markowski@shi.com

Summary

KEY DATA ELEMENTS (Primary: SCORE BAA)

KDE Name	Current Status	Details
D&B® Paydex® Norm	77	
Credit Limit - D&B Conservative	20,000.00	Based on profiles of other similar companies.
Credit Limit - D&B Aggressive	35,000.00	Based on profiles of other similar companies.
Delinquency Score Class	2	Low to Moderate Risk of severe payment delinquency
Delinquency Score Raw	576	Low to Moderate Risk of severe payment delinquency.
PAYDEX®	55	26 days beyond terms
Delinquency Score	89	Low to Moderate Risk of severe payment delinquency.
Failure Score	20	Moderate to High Risk of severe financial stress.
D&B Viability Rating	5 7 8 9 G	View More Details
Bankruptcy Found	N	
D&B Rating	--	Unavailable.

ALL ACCOUNTS

Totals	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
Account Level Detail				
Account Name	Total Outstanding	Approved Credit Limit	Credit Limit Utilization	Total Past Due
No data found				

E. Describe any green or environmental initiatives or policies.

SHI Response:

As a reseller and not a manufacturer, SHI naturally has a low impact on the environment. However, we are always mindful of the environment and work to reduce any damaging effects from our organization while protecting our staff's safety and well-being.

Preserving the environment and fostering a sustainable future are crucial principles of our overall business strategy. Incorporating environmentally-friendly initiatives — whether internally or alongside our partners — minimizes the amount of yearly technology waste and maximizes our impact toward a greener planet.

Our environmental initiatives focus on four areas:

- Sustainable Solutions
- Securing Green Products
- Resource Usage and Efficiency
- Employee Awareness

SHI's Sustainability Solutions

As a solutions provider and technology advisor, we are here to help you reduce, reuse, and recycle technology assets through our various eco-friendly solutions. Sustainability is a crucial part of SHI's overall business strategy.

Driven by the issues of rising energy costs, asset disposal, Restriction of Hazardous Substances (RoHS), and government regulations to reduce carbon footprint, SHI understands that “Green IT” in the data center is as much about business necessity as it is about corporate social responsibility. SHI recognizes that moving towards a green data center requires going beyond the data center and adopting a broad approach that drives behavioral changes and technology improvements. Providing a vendor-independent approach to data center efficiency, SHI is available to help our customers with the many questions and challenges faced in today's data centers - from asset disposal to data center design.

Incorporating environmentally friendly initiatives into our business strategy helps us protect the planet and reduce IT hardware waste each year. In support of “Green IT,” SHI's sustainable solutions include Asset Recovery, Asset Disposal, E-Waste Recycling, Hardware Redeployment, Hardware Remarketing, and leveraging Cloud and Data Center Solutions to reduce carbon emissions derived from physical IT infrastructure. We have also recently added a Carbon Neutral IT Asset Disposition (ITAD) program detailed below.

The outline below are sustainable solutions that SHI can implement for your organization:

- Asset Recovery – We pick up your old equipment, take inventory of what's still usable, and report our findings back to you.
- E-Waste Recycling – We hold multiple recycling events so you can quickly and properly dispose of unwanted devices.
- Hardware Remarket – We put your hardware back on the market if you cannot or choose not to reuse it.

- Asset Disposal – We work with partners to ensure your old hardware is recycled correctly.
- Hardware Redeployment – We determine if your equipment is eligible for reuse and keep stock in our warehouse that you can redeploy at any time.
- Cloud and Data Center Solutions – A study commissioned by AWS and conducted by 451 Research shows that enterprises can reduce their carbon footprint by up to 88% by leveraging the cloud. SHI has the expertise and people to help our customers get to the cloud smartly and take advantage of this and other cloud computing benefits.
- IT Asset Disposition Program – The CO2Neutral™ Program is a practical, cost-saving option for businesses and organizations to receive top dollar cash and carbon credits for their aging and unwanted IT assets. For more information about our Carbon Neutral program, please contact AssetRecoveryServices@shi.com.

To learn more about SHI’s sustainable solutions, please visit our website: [IT Sustainability](#).

Securing Green Products

SHI has access to manufacturer product lines across all key solution groups and can source products with environmental certifications such as Energy Star and EPEAT. SHI will work on the customer’s behalf to identify products with these certifications from our major OEMs.



Resource Usage and Efficiency

SHI’s policy is to operate its business as an excellent environmental citizen committed to managing resources and concern for our environment’s well-being. While SHI is not a manufacturer of the products we sell, we are not ignorant of its impact on the environment. We have no fumes, wastewater, or electromagnetic discharge coming from our facility.

Energy Efficiency

SHI’s goal is to consume less energy and reduce our environmental impact. Our goal is to reduce our power consumption by 1% per year. We take action through:

- Monitoring power consumption
- Utilizing advanced energy-saving systems such as automatic lights and energy-saving computer monitors.
- Use of materials from renewable resources, non-toxic materials, and recyclable items
- Installing timers on facility lighting to reduce electrical consumption

Waste Minimization

SHI encourages individual responsibility and supports waste minimization in the following ways:

- Striving to reduce paper consumption by 1% per year
- Monitoring the purchase of cut sheet paper
- Establishing a goal of 100% for recycling paper, plastics, glass, and cardboard
- Comply with county and municipal recycling regulations by recycling paper, glass, plastic, batteries, and cardboard.
- Recycle toner, computers, and other office equipment according to EPA guidelines
- Providing recycling facilities for paper, printer toners, etc.
- Supporting double-sided printing and photocopying
- Using proper disposal or recycling of IT and electronic equipment per local regulations
- Using appropriately licensed organizations to remove special waste (such as defective monitors or neon tubes).
- Donating IT assets to those who would not otherwise have access

Carbon Neutral

SHI's Carbon Neutral program offers customers incentive to support green initiatives because customers now have the option to trade their aging or unwanted IT assets for cash or Carbon Credits. To participate, customers will first contact SHI to identify the End-of-First-Life™ technology requiring disposal, and SHI will provide an appraisal detailing what the assets are worth. If the customer accepts the offer, Carbon Neutral will securely pick-up and transport the IT assets to an ISO-Certified processing facility where the assets are audited, tested, de-branded, and wiped clean in accordance with National Institute of Standards and Technology 800-88 Guidelines for Media Sanitation. Lastly, these securely sanitized assets can be turned into cash by selling into established markets, or customers can opt to receive Carbon Credits.

Water Efficiency

SHI has installed water-efficient plumbing fixtures, which reduces water usage by 40%.

Greenhouse Gas Emissions

Our goal to reduce Scope 2 greenhouse gas emissions is a 1% reduction per year since our power consumption goal and Scope 2 greenhouse gas goal are directly linked.

Employee Awareness

SHI maintains our employees' awareness of SHI's commitment to reduce our environmental impact and limit our carbon footprint.

SHI's vow to sustainability extends beyond our organization as we look to raise awareness of sustainable practices with our customers and assist in their environmental initiatives. To help our customers maintaining environmentally friendly practices, SHI offers asset disposal and recycling programs to ensure the safe disposal of computers and office equipment. These programs are customizable to complement the customer's initiatives while upholding EPA guidelines and regulations. Equipment will be redeployed within an end customer's organization, donated to a

recognized charitable organization, recycled to the fullest extent possible, or disposed of per EPA regulations.

Furthermore, SHI promotes sustainable practices for our staff and focuses on increasing employee awareness of environmental initiatives. SHI encourages employees to carpool and work from home offices when possible and has further reduced the travel-related environmental impact of our staff by promoting:

- Teleconferencing and other collaborative working tools to limit the number of business trips
- A Work-from-Home policy, when possible
- Flexible working hours
- Use of public transportation

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

SHI Response:

In 2004, SHI launched an executive initiative to increase SHI International Corp's presence in the minority business community and established a diversity business development program. An executive-level position was created to meet our customers' expectations for SHI's participation in their M/WBE development and 2nd Tier programs. SHI is the only M/WBE that maintains a fully staffed team dedicated to supplier diversity matters for our clients and vendor partners.

Why are diverse suppliers an essential part of SHI's mission statement and philosophy? The answer is simple. SHI sees diverse suppliers as the cornerstone of our organization's success, helping us in an exemplary fashion consciously source our products and services while maintaining profits, growing customers, improving the economy, and encouraging innovation.

Our team manages and distributes just over 200 diversity spend reports to our clients today. SHI continues to increase the number of diverse suppliers in SHI's Managed Partner Network, which our internal operational requirements alongside accommodating our clients to meet their specific governmental, educational and corporate diversity goals. Also, SHI annually sponsors and supports a little over 50 supplier diversity-related events annually, including corporate client-sponsored events that value diversity spends opportunities across the country. SHI is a Corporate Plus member and a sustaining annual contributor to the Business Consortium Fund of the NMSDC.

SHI's Diversity Team

SHI's Diversity Team seeks to enhance business opportunities with companies whose corporate objectives include supplier diversity. As a minority-owned (MBE) and woman-owned (WBE) enterprise, SHI is the country's largest MWBE provider of information technology products and services. SHI also maintains its internal supplier diversity program and seeks to engage MBE and WBE suppliers to meet SHI product requirements and operational needs. Our Diversity Team brings broader, fresh ideas and new perspectives to the table for the good of everyone.

MBE Partner Network and Initiatives

SHI has an active program to recruit minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses as "Go-To" partners for both SHI internal services and Client Services requests. This program's success is coupled with an executed Partner Teaming Agreement with minorities, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. We actively mentor several groups seeking to promote them internally and to other SHI customers. To date, these businesses have gained entrée into several of SHI customers as a direct result of SHI's referral. Our diversity team engages our Director of Partner Network to attend supplier diversity events with the sole purpose of recruiting additional "Go-To" minority-owned businesses.

Tier II Program

The growth, development, and mentoring of minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses is a commitment SHI regards as crucial to our significant client's continued success. Capturing and retaining our clients' loyalty that value diversity spend is an integral part of our professional services strategy and mutual benefit. As a Large M/WBE, we continue to grow an effective Tier II program by accessing our Services Partner database utilizing qualified certified minority, women, veteran, and disabled/small disadvantaged/HUB Zone-owned businesses complements our major clients' overall supplier diversity program today.

SHI plays a key role as a Primary vendor or Tier I supplier to many of our major business segment clients today. We provide Tier I quarterly reports to 200+ clients today. By customer request, we also offer Tier II reporting where the totals reflect a direct link to our customer procuring professional services through a subcontract arrangement that is directly tied to the client's performed service.

SHI understands there is value along with a continued commitment on your organization's part to help increase your Tier II spend with minority, women, veteran, and disabled/small disadvantaged/HUB zone-owned businesses. In support of this commitment, SHI International collaborates with these diverse businesses as our sub-service providers to furnish your company when they meet your quality, service, and price standards.

Whether positioned as a prime supplier or a minority / woman-owned supplier, SHI International Corp. provides the same great level of outstanding products, services, and first-class support to our customers. SHI has successfully launched and is committed to growing its diverse business development initiative. We have paired with our Partner Network team to fully engage minority, women, veterans, and disabled/small disadvantaged/HUB zone-owned businesses.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: NY&NJ Minority Supplier Development Council and Women's Business Enterprise Council

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: The Texas Comptroller of Public Accounts

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No


If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____





hereby grants

National Women's Business Enterprise Certification

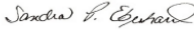
to

SHI International Corp.


who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: February 28, 2013
Expiration Date: February 28, 2023
WBENC National Certification Number: 2005121863













WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Metro NY, a WBENC Regional Partner Organization.



Sandra Eberhard, President & CEO Women's Business Enterprise Council Metro NY



NAICS: 541519, 423430, 541511
UNSPSC: 43000000, 43211500

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1223695478500
File/Vendor Number:	082075
Approval Date:	21-APR-2020
Scheduled Expiration Date:	21-APR-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
SHI GOVERNMENT SOLUTIONS, INC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 24-APR-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscomblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

SHI Response:

SHI International Corp. will provide services that will augment what SHI Government Solutions provides directly in support of Region 4 ESC customers. They have been selected because they have the licenses and certifications required to perform these services and have proven their capabilities and reliability through previous engagements to be valuable partners to SHI.

SHI Government Solutions is a state certified HUB vendor. We have the resources to complete the defined scope of work within this RFP with our own sales team, equipment, supplies and materials. If sub-contracting opportunities are identified at a future date, we will immediately contact the project manager and HUB Coordinator and commit to perform a Good Faith Effort through solicitation of HUB firms and submit an amended HUB Subcontracting Plan.

When searching for a partner for a subcontracting opportunity, we use the Centralized Master Bidders List HUB Directory to search for potential HUB partners. We also participate in local events, such as the State of the State conference and the Texas Association of State Systems for Computing and Communications conference which offer networking opportunities to connect with local HUB vendors.

I. Describe how supplier differentiates itself from its competitors.

SHI Response:

SHI's breadth of offerings is unparalleled in the industry. SHI is committed to providing customers with as many products as possible, from as many publishers as possible. Not all of our competitors are willing to do this, but SHI understands this is a valuable service for our customers. It would be expensive and time consuming for contract users to establish buying relationships directly with a large number of software publishers and hardware manufacturers, and it is our pleasure to fulfill this role for you.

It is important, however, to be aware that not all resellers are willing to accommodate requests for longtail software (software and hardware partners with whom a reseller does very little business and does not have an automated process established). SHI's list of longtail partners is over 10,000 partners, and we have proven our commitment to taking care of our customers' needs in this way over years of service to contract users. We take the time to research, quote, and procure software and hardware that is important to our customers, even when the orders are small, or it is challenging to transact business.

This is unusual in an industry where our competitors will often refuse to quote or process these orders and try to restrict the number of partners they work with. In fact, most of our competitors will not offer longtail publishers at all and restrict their offerings to just a handful of partners. We encourage you to explore this as you endeavor to compare "apples to apples" among offers.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

SHI Response:

b. is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

SHI Response:

Within the last five years, SHI-GS has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending, and SHI-GS has received no claims pertaining to significant contractual failures, whether actual or alleged, and has not entered into any settlement agreements relating thereto.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

SHI Response:

One of our greatest strengths is our ability to offer customers tremendous depth and breadth in choosing software, hardware, Cloud, and other products. SHI's current catalog includes tens of thousands of hardware, software, and other product partners. Generally, SHI can sell between 75%-100% of our partners' product lines. We typically offer a wide range of services directly or by leveraging our Elite Partner Network's expertise. SHI can provide our customers with full IT solutions, from commodity software and hardware to complete, end-to-end data center solutions. SHI has a diverse partner ecosystem, supporting over 15,000+ unique Publishers and OEMs today. For OEMs that SHI does not do business with today, we can utilize a Letter of Authorization from your organization to onboard new suppliers. SHI will work in coordination with your procurement team as needed to engage these software publishers.

Top Partnerships

SHI has top-tier authorizations and certifications for every major OEM. The table below represents SHI's top 25 partners:

SHI TOP 25 PARTNERS				
1 Azure Expert MSP LSP and Gold Partner #2 US (SW) #2 (HW)	2 Titanium Black #3 Partner Overall	3 Gold Partner Top 3 Partner	4 Corporate Reseller Premier Reseller Top 2 Partner	5 Power Services Partner Top 3 Partner
6 Platinum Reseller #2 US Reseller	7 Premier Consulting Partner Managed Services Partner	8 Corporate Reseller Top 5 Partner	9 National Solution Partner Platinum Partner #2 Data Center & #4 Client	10 #4 Partner Diamond Level Partner
11 Platinum Partner	12 Elite Partner Top 5 Partner	13 Advanced Business Partner #2 Partner	14 Elite Partner	15 Platinum Partner #3 Partner
16 DMR Partner Top Partner	17 Authorized Reseller	18 Platinum Partner #1 US Reseller	19 Platinum Partner Top 3 Partner	20 Platinum Partner
21 Expert Level	22 Premier Business Partner (HW) Gold Partner (SW)	23 Master Level Partner Cloud Champion Partner Top 5 Partner	24 Platinum Partner #2 Partner	25 Google Cloud Partner Premiere Partner

* Partner Advisory Board

SHI Support Structure

Over the past decade, the requirements for effective IT have transformed. Although there is still a need for commodity products, attention has shifted to a “building solutions” approach to solve customers' needs. In response to this shift and working from our customer-centered foundation, we developed solution-based support teams. The common goals of our support teams are to address our customers' needs, help them acquire the right technology, and facilitate the adoption of that technology into their customers' environment. SHI has technical expertise around our entire portfolio of services and products, ensuring we are able to meet all customers IT needs.

Our support teams include:

- Core Solutions Executive—In order to provide more technical expertise, SHI employs a team of Core Solution Engineers. Our CSEs collaborate directly with Account Executives and are the first point of contact for more in-depth technical discussions.
- Advanced Solutions Group—In synchrony with other support teams, SHI's Advanced Solutions Group (ASG) has the agility and expertise to help design, build, test, and deploy hardware, cloud, and software solutions. ASG's goal is to help customers execute their mission and educate end- users by getting the right technology to the right people at the right time.
- SHI Training—Providing on-site, online, or on-demand Technical, End-User, and Professional Development Training, our SHI Training team complements our other services seamlessly. We recognized the need to equip our customers with the skills and knowledge to increase their adoption and consumption of technology, and our SHI Training team offers full-service training to meet those growing demands – from IT professionals to end-users – we provide training that enables customers to increase their return on investment in technology.
- Software and Hardware Partner Support Organizations—SHI has the largest team of Hardware, Software and Licensing Specialists in the industry. These teams are in place to support our customers and sales teams with the expertise to manage the varied features of the Publisher Licensing Programs. Our award-winning team of Software and Licensing Specialists is available to assist customers with selecting licensing programs, executing agreements, and supporting the agreement lifecycle. Today, SHI also has dedicated teams that support over 100 Strategic and Emerging Technology Partners.

Subject Matter Experts

Specializing in IT solutions that fit precisely with our customers' needs, SHI offers robust technical advice and support through product selection and options analysis. SHI offers custom solutions and services for every aspect of an IT environment, from software and hardware procurement to deployment planning, configuration, cloud and data center optimization, networking, mobility, and IT asset management. Through our large support team of 500 pre-sales technical support that comprises SHI's Software Licensing and Hardware and Advance Solutions departments, SHI has the expertise to help our customers identify best-fit products. No other IT products reseller provides as extensive an internal support organization dedicated to providing superior customer support.

Technical pre-sales resources support categories such as:



In addition to the partner support associated with these categories outlined above, SHI has an Emerging Partners Team. They are constantly reviewing new technologies and new OEMs to offer to our customers, including a Cloud Partners Team that concentrates on specific cloud technologies. SHI has OEM Support Teams, technical resources, and relationships with manufacturers to assist your organization with your specific needs concerning emerging technologies and new solution sets. SHI has quarterly meetings with Gartner and IDC to stay abreast of the latest and best technologies. SHI works closely with each OEM to provide new products as soon as they are available. Your organization can pre-order new products through SHI yet to be released to get them as soon as they come to market. SHI's Solutions Teams and Product Specialists will alert your Account Team of the newest and most cutting-edge technologies to make them available to your organization.

Professional Services

Whether it's streamlining the business of IT with innovative eProcurement, fulfillment and IT asset management solutions, helping you build hybrid data center and storage solutions, securing your growing diversity of data and assets or building a truly collaborative digital workplace, SHI has got your back at every stage of the technology lifecycle.

Regardless of your needs, our experts are ready to help you select, deploy and manage the very best solutions that our partners have to offer, complemented with a growing portfolio of SHI consultancy and managed services.

Our Professional Services team is vendor-neutral and uses its range of experience to help tailor conversations optimal for a customers' specific environment. We engage our customers during the strategy and solution design phases of a project and assist with deliberate planning, assessments, whiteboarding, proof of concepts, and obtaining demo units.

From product implementation through lifecycle support and asset retirement, SHI offers solutions customized to the unique needs of your environment. Whether you need a single service call or a complex roll-out, SHI will work with you every step of the way to ensure your goals are met on time and within budget. The chart below represents SHI's robust Professional Services portfolio.

Professional Services

The portfolio and scale of a global solutions provider, the resources, expertise and customer service of a local VAR.

DATA CENTER	NETWORKING	CLOUD	SECURITY	END USER WORKSPACE	UCC
User Devices Servers Hyper-Converged	Wireless Router / Switch SD WAN Connectivity	Public Private Hybrid SaaS	Network Cloud Endpoint Information	Digital Workplace User Devices PC as a Service	Unified Communications Conferencing Collaboration

Professional & Managed Services / Account Management / IT Asset Management / eCommerce

Today, we continue to fine-tune our products and services to meet our customers' needs and the ever-changing technology landscape. Our catalog of products continues to grow and change in response to technological demands and customer needs. While the following is by no means a comprehensive list of all that we offer our customers, some services and products that we commonly provide include:



End-User Computing Partners

<p>Barcode Scanning Honeywell Zebra*</p> <p>Mobility Solutions Android Enterprise Recommended* Apple Business Manager* Google Chrome and Workspace* JAMF* Microsoft Endpoint Manager* Microsoft Surface* Samsung* Workspace ONE (VMware)*</p> <p>Carrier Activations AT&T T-Mobile/Sprint Verizon Wireless</p> <p>AR/VR HTC Microsoft HoloLens* Reality Labs at Meta*</p>	<p>Displays Acer* ASUS Clear Touch Dell* Elo HP Inc.* Lenovo* LG Microsoft Surface Hub* Panasonic Planar Promethean Samsung* Sharp NEC ViewSonic* Mounts Chief Manufacturing Ergotech Ergotron Humanscale Peerless Premier Mounts</p>	<p>Memory Axiom Kingston* Micron Samsung</p> <p>Projectors Epson* Hitachi InFocus Optoma Sharp NEC* ViewSonic*</p> <p>Cabling and Accessories Barco Belkin* Black Box C2G CODi Crestron Griffin Technology Incipio Jabra Kensington Legrand AV Logitech Otter Box Poly* StarTech.com Targus</p>
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Data Center Partners		
<p>Storage</p> <ul style="list-style-type: none"> Cohesity* DataCore Dell EMC* ExaGrid Hewlett Packard Enterprise* (+ Nimble) Hitachi Vantara IBM* Lenovo* NetApp* Nexsan Oracle* Overland Storage Pure Storage* QNAP Quantum Qumulo Rubrik Seagate Synology Tintri Western Digital 	<p>Networking</p> <ul style="list-style-type: none"> AddOn Networks Arista Networks AudioCodes Avaya* Cisco* Cradlepoint ExtraHop Networks Extreme Networks (+ Aerohive) F5 Networks* Forescout Gigamon Hewlett Packard Enterprise* (+ Aruba) Juniper Networks (+ Mist) Kemp Lenovo* NETGEAR Opengear Ribbon Communications Riverbed Ruckus Wireless Thales Group Ubiquiti Verkada Yealink Zoom Video Communications 	<p>Converged Infrastructure</p> <ul style="list-style-type: none"> Cisco* Cohesity* Dell EMC* Fujitsu Hitachi Vantara Hewlett Packard Enterprise* (SimpliVity + Nimble) IBM* Lenovo* NetApp* Nutanix* Oracle* Supermicro VMware* <p>* Dedicated Resources</p>

SHI Software Vendor Partnerships 

Strategic Software Partners			
<ul style="list-style-type: none"> Acronis Adobe Altair Arcserve Attachmate Autodesk Bitdefender Blackberry Cylance Check Point Citrix Commvault Druva 	<ul style="list-style-type: none"> Erwin ESET Forcepoint Fortinet IBM Ivanti LogRhythm Malwarebytes McAfee Microfocus Microsoft MobileIron 	<ul style="list-style-type: none"> Okta Oracle Palo Alto Parallels Progress Software Proofpoint Quest Rapid7 Red Hat RSA SentinelOne SolarWinds 	<ul style="list-style-type: none"> SonicWall Sophos Stealthbits Symantec Tableau Tenable Thycotic Trend Micro Unitrends Veeam Veritas VMware

Cloud-Based Partners			
Amazon Web Services Actifio Alert Logic Bitglass BitTitan Box Carbonite Centrify Cloudflare	Cloudera CrowdStrike Datadog Dialpad Dropbox Dynatrace Fuze HashiCorp INAP/SingleHop	Informatica Infrascale Lightspeed LogMeIn LogicMonitor Lookout Mimecast Nasuni	Netskope OneLogin PagerDuty Qualys RingCentral ServiceNow TBI TeamViewer Zendesk Zerto Zscaler
Emerging Technology Partners			
Absolute Software Accellion AlgoSec AlienVault/AT&T Cybersecurity Alteryx Altova Arctic Wolf Atlassian Barracuda BeyondTrust BitSight Blanco BMC CA Checkmarx Chef Cherwell	Code 42 Cofense Contrast Security Couchbase CyberArk Cybereason Docker DocuSign Elasticsearch Exabeam Extensis FireEye FireMon Globalscape Idera Igel Imperva Infoblox	Infragistics Intel Software Intuit Kaspersky KnowBe4 MongoDB NetMotion Wireless New Relic Nexthink Nitro PDF Nuance/Kofax OpenText Ping Identity PulseSecure Puppet Qlik Redgate Software SAP/Business Objects	Seagull Scientific SecurityScorecard Silobreaker Skybox Security SmartBear Software Sparx Systems Splunk StorageCraft SUSE TechSmith think-cell Tibco Tripwire Tufin Turbonomic Varonis Veracode WatchGuard Zoho Corporation

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

SHI Response:

Our approach to warehousing consists of relying on our SHI owned and operated warehousing facilities and capabilities as well as leveraging the robust network of our distribution partners. Our ISO certified Integration Center/Warehouses located in Piscataway, NJ are capable of securely storing customers inventory. In addition to warehousing your product standards, these state-of-the-art integration centers offer robust configuration services

To further support need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers’ door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

In addition, we have sourcing specialists on our procurement team who monitor purchase orders with the partner and distributor community to safeguard that no savings have been missed. In many instances, our sourcing specialists have the ability to aggregate purchases for a specific partner or product across multiple transactions or even across multiple customers to realize a lower overall cost.

While SHI does maintain a warehouse/integration center in Somerset, New Jersey, it is our relationships with our major distributors that allow us to provide for efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI's own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.

Our major distribution centers are located strategically in:

- Atlanta, GA
- Chicago, IL
- Dallas, TX
- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

SHI Response:

Our Public Sector Division has been successfully supporting contracts that represent a broad portfolio of services and products for a range of public entities. Through these contracts, we build deep connections that allow us to partner closely with each organization and dive into the infrastructure, procurement, and compliance parameters they encounter.

In partnership with our 14,000 public sector customers, SHI's Public Sector manages over 500 current contracts, including hardware, software, services, cloud, and some that take a modern approach on technology procurement: allowing for a comprehensive catalog of both products and services. The SHI Public Sector unit made up over \$3B of SHI's overall sales last year and was recognized as the #1 business unit. While 2021 was one of the largest growth years, SHI's Public Sector has grown consistently over the last 33 years. This overall growth stems from a laser focus on customer service, dedicated and tenured leadership, world-class Account Executives (who live and work in the communities they serve), and a broad spectrum of customers and partners. Whomever you work with at SHI, whatever location or specialty, however big or small your organization, you'll find that we all have one trait in common: our number one priority is your success.

We remain flexible in our approach to Public Sector and engage customers on an individual basis; we understand that one size does not fit all, and that philosophy is apparent in our service structure. In terms of organization, we have retained a small business feel in order to remain agile for Public Sector. We operate successfully with minimal layers of management, and we empower our sales teams to make decisions that are in the best interest of their customers.

SHI has access to top-level pricing discounts via our certifications and partner rankings with almost every major OEM. We maintain relationships with many distributors in order to ensure that our pricing is always competitive, allowing you to benefit from the combined buying power of all SHI customers.

For top tier spend with strategic suppliers, SHI leverages our decades-long experience as one of the largest, global software resellers, and calls upon the resources in our award-winning licensing and solutions teams to help customers optimize the key technologies in their IT software portfolio. For those key technologies, including security, storage, mobility, data center and networking, SHI can present customers with a neutral view of the industry, identify the leading technology providers to assist customers with portfolio analysis. SHI shares industry best-practices and trends and will help customers understand the total value and cost of potential changes.

For non-strategic tail spend suppliers, the SHI team will review spend on a quarterly basis to identify areas of overlap among customers' tail spend suppliers, to identify opportunities for contract co-termination, as well as supplier consolidation. For these opportunities, SHI will make recommendations for our customer's consideration as their end-users are likely to be the best source of subject-matter expertise on the technologies for their direct needs. The end-user community can then determine which products meet their requirements, and SHI can assist in contacting the selected suppliers to leverage volume discounting and preferential usage terms as directed by you – the customer.

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

SHI Response:

We maintain relationships with large IT Distributors, as well as smaller, local distributors, and the manufacturers directly, and we leverage our unique distribution model with these distributors to drop ship orders directly to the customers' locations. Our extensive distribution network allows for reduced time to market for our customers with distribution centers located throughout the U.S. SHI will always ship from the location with inventory closest to the customer's shipping address that has the best cost and availability for our customers. Shipments are made Monday through

Friday. Next day and Saturday delivery are available for in-stock items but are subject to a shipping fee and will require that the order be received before a certain cut off time.

Most transactional orders do not have an established on-time delivery guideline against which to measure our average on-time delivery rate. Where SHI has established a Service Level Agreement (SLA) for delivery of product to a customer, we have an average success rate of 98% or higher for meeting the established SLA. We will collaborate with our customers to ensure that we are able to meet your timeline for delivery.

With the exception of custom built or custom configured products, most products are delivered within 2-5 days of being ordered. Pre-configured systems are delivered to the customer on average 1.5 days from receipt of order. Custom PCs and Data Center hardware have longer lead times depending on the manufacturer and product ordered. At the time of quoting and again at order placement, the SHI sales team will inform the end user of the exact delivery timeframe.

On average, across our largest distributors, our fill rate is between 93%-100%. In most cases, where we are not filling orders on time, it is due to constrained items. In these cases, we notify the customer immediately and either source from a different distributor at the same cost to customer, continue to wait, or cancel the order based on what the customer wishes to do.

SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro, Tech Data, and Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

In order to ensure reduced time to market, we also resource from our own Customer Integration Center, located in Somerset, New Jersey, that provides warehousing and complete configuration capabilities. Regardless of where we resource products, we always find opportunity to save our customers money. In addition to leveraging our partner relationships for savings at the vision and design phases, our sales teams also request information from all of our distributors' stock to obtain the best price for our customers when quoting and sourcing product.

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Our major distribution centers are located strategically in:

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- Chicago, IL
- Dallas, TX

- Fontana, CA
- Fort Worth, TX
- Jonestown, PA
- Los Angeles, CA
- Memphis, TN
- Miami, FL
- Ontario, CA
- South Bend, IN
- Suwanee, GA
- Swedesboro, NJ

SHI receives electronic feeds from these major distributors as well as the top publishers/OEMs in the industry. We include advertised list price in our catalog and have based our discounts off of this pricing.

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

SHI Response:

SHI supports clients from its Somerset, N.J. world headquarters and over 35+ global offices throughout the U.S., Canada, the U.K., Ireland, France, Hong Kong, Singapore and most recently, Australia. SHI's goal is to foster long-term, mutually beneficial relationships with its customers and partners daily. SHI's strategic footprint grants global scale and local reach, allowing us to be both responsive and proactive when delivering a complete solution to our customers. As a privately-owned company with zero debt, we continue to reinvest in ourselves year after year to innovate new and improved client solutions for tomorrow’s IT challenges. SHI is an \$12 Billion company with over 5,000+ employees. Please see the list below, which represents our global locations. In addition to the sites listed, SHI plans to expand our global footprint during 2021 to Germany and the Netherlands.

SHI partners with our major distributors to provide efficient product delivery across North America. This model reduces the overhead costs of maintaining additional warehouses, and our distribution model is also important to SHI’s own internal cost structure and subsequently allows us to offer our customers a very aggressive pricing model.



To further support our customers need for reliable stock, SHI is proud of our abundant and broad community of distributors and partners, and we work loyally to maintain relationships with both our large IT Distributors (Ingram Micro and TD Synnex) as well as smaller, local distributors and manufacturers directly. For every customer transaction, we source from the supplier with inventory in the closest proximity and drop ship directly to our customers' door. Most products are, therefore, delivered within 3-5 business days of order.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days*
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days*

SHI Response:

SHI was previously an awarded supplier on OMNIA Partners' Information Technology Solutions & Services contract, so we understand how important go to market strategy is to overall success. Our relationship has been tremendously fruitful and mutually beneficial over the last 4 years, and we intend to further grow our affiliation through the addition of this contract vehicle.

Denise Verdicchio, SHI's Sr. Vice President of Public Sector Sales, has been an enormous ambassador for OMNIA since we first partnered two years ago. She will continue to not only sponsor this partnership but will also be an active participant in creating and supporting all marketing plans. Denise, along with the rest of our public sector leadership, is fully committed to the success of this contract. OMNIA Partners and its members will benefit from this personal touch and commitment.

OMNIA Partners will also work closely with Aimee Ballenger, SHI's Director of Contract and Strategy dedicated to public sector contract strategy and implementation. Aimee frequently collaborates with OMNIA for matters pertaining to our existing contract. Her level of engagement has been instrumental to the success of the OMNIA-SHI relationship, and you can expect that level of attention to continue if awarded the Total Cloud Solutions & Services contract.

Ongoing training of our sales force on this contract will be critical to our success. Within one week of award, SHI will organize a call that includes public sector senior leadership, marketing, sales and contract personnel for OMNIA. We will design a plan to:

- Train and enable all SHI public sector field Account Executives and leadership
- Train and enable SHI's SM SLED Inside Account Executives and leadership
- Announce contract strategies
- Facilitate current and prospective member market strategy
- Create ongoing marketing plans

SHI has monthly review calls with OMNIA in relation to our current contract. We'd fully anticipate adding discussions around this new contract to the agenda, if awarded. A healthy contract review will allow us to stay focused, to analyze results for plans and strategies currently in place, to discuss new campaign and marketing ideas, and to review the overall success of the contract.

Since our Account Executives in the field are located all over the country, the most efficient way to conduct training and enablement amongst them is through regional webcasts. There are, on

average, 30 Account Executives per region, so this will allow each call to have a more collaborative feel, while also allowing for in-depth discussion and answers.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications*
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days*
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days*
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement*
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.*
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement*
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)*
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:*
 - OMNIA Partners standard logo;*
 - Copy of original Request for Proposal;*
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;*
 - Summary of Products and pricing;*
 - Marketing Materials*
 - Electronic link to OMNIA Partners' website including the online registration page;*
 - A dedicated toll-free number and email address for OMNIA Partners*

SHI Response:

SHI intends to collaborate with OMNIA Partners to formulate an extensive marketing plan. While our sales teams will be actively promoting this contract with our base of current/prospective customers, our goal is to increase the number of public sector customers that buy through

OMNIA cooperative contracts. We have dedicated resources in place who will market and support growth around our national contracts such as OMNIA. If SHI is awarded, the OMNIA team, alongside Denise and public sector leadership, will work with the following people towards creation and execution of this marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

We have prepared the below marketing plan but will remain flexible and open to collaboration post award. We are agile and will work quickly to execute the agreed upon plan.

First week:

- Post announcement along with contract details and contact information to <https://texas.gs.shi.com/>.
- Begin design of co-branded marketing materials including print, electronic, email, and presentations.
- Discuss publication and distribution plans, as well as a plan to distribute and follow up on leads.
- Design and implement OMNIA Partners secured website on <https://texas.gs.shi.com/> including OMNIA logo, copy of original RFP, copy of contract and amendments, summary of products and pricing, marketing materials, a link to OMNIA’s website, and all relevant contact information.

First month:

- Complete design of co-branded marketing materials
- Finalize plans to publish and distribute
- Begin distribution to current and prospective OMNIA members

First 90 days:

- Complete training and enablement for SHI sales force
- Complete publishing and distribution of initial marketing materials
- Analyze initial activity
- Discuss next 90-day plan for marketing

Ongoing:

- Design and publish national and regional advertising in trade publications
- Market and promote the Master Agreement including case studies, presentations, campaigns, and blog posts

SHI participates in hundreds of trade shows, conferences, and meetings across the country. OMNIA has our commitment to participate at specified shows, as well as to look for additional

opportunities to broadcast and promote our partnership. Specifically, SHI will attend, exhibit and participate at the NIGP Annual Forum alongside OMNIA suppliers. We are happy to assist OMNIA in promoting and marketing this event and look forward to collaborating on a plan that will drive attendance.

SHI currently provides seminars and workshops to our public-sector customers across the country. We would be pleased to do the same for National IPA members. In all cases, we would work with you to determine the right topics, venue, timing, and participants. Some examples include:

Manufacturer Table Show – held annually, SHI will bring in manufacturers that currently do business with OMNIA as well as emerging partners for a day of education and demonstration.

Technology Roundtables – this event brings together public sector IT professionals and leading manufacturers to discuss current and future technology and how it can be used to solve problems or innovate solutions for the future.

Webinars – SHI frequently holds webinars for our customers. Topics range from software volume licensing (Microsoft EA, VMWare ELA) and specific product features, to more broad solution areas.

Workshops – typically done in a half day, a workshop is meant to educate customers on all the aspects of a particular solution.

Summits - SHI holds technology summits at our corporate headquarters in Somerset, NJ.

Custom Events - SHI will help OMNIA coordinate any event that they believe will be beneficial to the participating entities.

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

SHI Response:

SHI realizes that the transition process is essential to OMNIA Partners' success. In order to make the transition smooth, efficient, and effective, the process described may be customized to best meet the each member's specific needs. For now, the SHI team recognizes 6 areas of focus to help ensure that OMNIA's transition is successful:

- Manufacturer Supply and Pricing Agreements
- Product Standards
- Dedicated Account Team and Team Tools
- Custom/Customer Specific Reports
- Order Acknowledgement Customization
- Non e-Procurement Site Implementation: SHI.com

Current cooperative contracts that SHI holds include NASPO ValuePoint, Sourcewell, PACE, TIPS, BuyBoard and NCPA. The relationship we've forged with OMNIA over the past 2 years has

far exceeded anything we've done with these other cooperatives, and OMNIA contracts have become a "go-to" for our public sector sales teams.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

SHI Response:

SHI acknowledges and will comply.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency*
- ii. Best government pricing*
- iii. No cost to participate*
- iv. Non-exclusive*

SHI Response:

OMNIA Partners will benefit from SHI's laser focus on being the best at delivering the products and services your members need. A dedicated approach to our public sector business for the last 20+ years has helped us to create solutions that are specific to the unique needs of state/local government and education customers across the country.

SHI's public sector sales force actively promotes the availability of OMNIA contracts to customers and prospects across the country and will continue to do so under this new contract. With the assistance of our public sector marketing team, all leads that are generated will be followed up on immediately. Any leads that come in, regardless of the source, are uploaded to our CRM database and assigned to an Account Executive. In addition, the lead is attached to a specific lead source so we have the ability to track ROI on various marketing strategies. The AE is then emailed to make them aware that a new lead has been published to them. The AE will document any activity with that customer in CRM. When appropriate, the lead can be transitioned to an opportunity and tracked through close.

SHI agrees that all joint sales materials for this contract will include the OMNIA logo and reference the required information as required by this RFP.

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key features of Master Agreement*
- ii. Working knowledge of the solicitation process*
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners*
- iv. Knowledge of benefits of the use of cooperative contracts*

SHI Response:

SHI understands and agrees to train our national sales force on the Master Agreement. As discussed previously, our sales leadership will be actively involved in ongoing training over the life of the contract. Training will include key features of the agreement, working knowledge of the solicitation process, awareness of the public agencies that can utilize the agreement and specific information on the benefits of this Master Agreement as opposed to other cooperative contracts available.

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support

ii. Marketing

iii. Sales

iv. Sales Support

v. Financial Reporting

vi. Accounts Payable

vii. Contracts

SHI Response:

OMNIA's primary point of contact with SHI will be:

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

If other people are needed to address a situation, Amelia will make connections with the appropriate people and stay involved until resolution.

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

SHI Response:

Public Sector Team (Nation/Statewide)

Our ethos at SHI stems from our team members, and those team members remain our greatest asset. Everyone on the SHI Account Team is dedicated to providing high quality customer service and support to our customers. Our success begins with our outstanding customer support and has grown with constant development of procurement and Internet solutions, strong partnerships with top manufacturers, and a company-wide determination to be the best for our customers.

Due to our customers' expanding needs, and our desire to fulfill their needs, SHI has experienced tremendous growth in size and scope. Our organic growth, in combination with over two decades of organizational stability, is a direct result of backing a highly-skilled and tenured sales force with software volume licensing experts, hardware procurement specialists, and certified IT services professionals.

In addition to our global Headquarters, located in Somerset, NJ, we have a second large office in Austin, Texas and smaller regional offices located around the country. The majority of our Public Sector Account Executives live and work from their homes, within their territories.

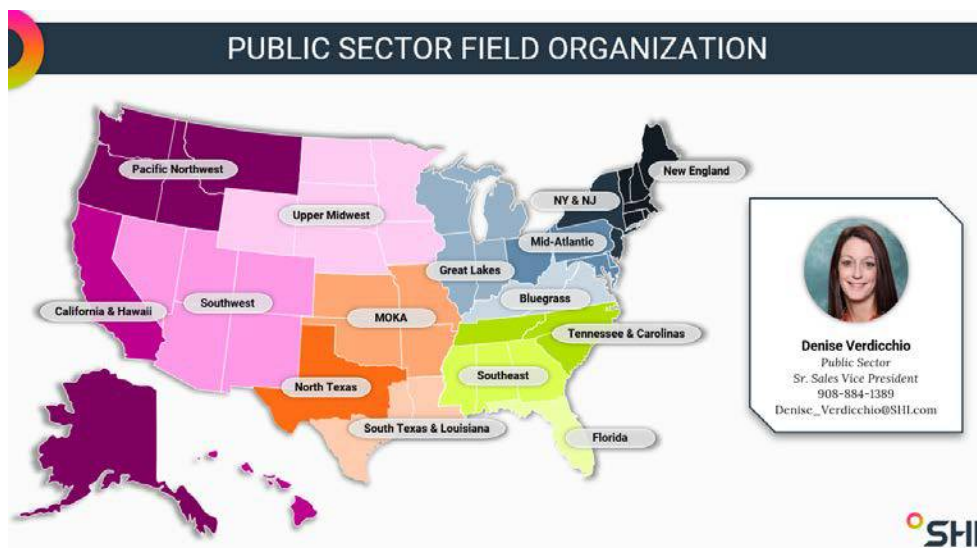
In terms of organization, we have retained a small business feel in order to remain agile for our customers. We have few layers of management and empower our sales teams to make decisions that are in the best interest of their customers.

To ensure that we are meeting the needs of all Public entities, we have split our Public Sector business unit into three divisions:

- 1) Public Sector Field
- 2) Public Sector Inside
- 3) Federal

Public Sector Field

Below is an overview of our public sector regional structure:



The highest-level executive in charge of our sales team is Denise Verdicchio, whose contact information can be seen in the graphic above.



PUBLIC SECTOR FIELD ORGANIZATION | Microsoft

 <p>Denise Verdicchio Public Sector Sr. Sales Vice President 908-884-1389 Denise_Verdicchio@SHI.com</p>			
 <p>Adrienne Pubyiski Vice President - EDU West 512-732-8022 Adrienne_Pubyiski@shi.com</p>	 <p>Frank Dilusto Vice President - EDU East 732-868-8808 Frank_Dilusto@shi.com</p>	 <p>Darron Gross Vice President - GOV West 512-732-8021 Darron_Gross@shi.com</p>	 <p>Michael Bench Vice President - GOV East 352-250-2101 Michael_Bench@shi.com</p>
<p>George Cater District Manager - Microsoft West Education 636-448-3225 George_Cater@shi.com</p> <p>Diane Mangum Account Executive - Microsoft TBD TBD Diane_Mangum@shi.com</p> <p>Gina Skonieczny Account Executive - Microsoft Upper Midwest 847-219-8973 Gina_Skonieczny@shi.com</p> <p>Leocadia O'Brien Account Executive - Microsoft South Texas & Louisiana 512-770-4367 Leocadia_O'Brien@shi.com</p> <p>Lynda Olander Account Executive - Microsoft California & Hawaii 916-203-5643 Lynda_Olander@shi.com</p>	<p>Cathleen Mack District Manager - Microsoft East Education 701-219-3496 Cathy_Mullin@shi.com</p> <p>Katie Welch Account Executive - Microsoft Mid-Atlantic, Tennessee & Carolinas 440-552-2928 Katie_Welch@shi.com</p> <p>Michael Rutledge Account Executive - Microsoft NY & NJ, Florida 732-462-3055 Michael_Rutledge@shi.com</p> <p>Nick Spinarelli Account Executive - Microsoft Bluegrass 732-537-7224 Nick_Spinarelli@shi.com</p> <p>Serica King Account Executive - Microsoft Great Lakes, Southeast 317-601-7430 Serica_King@shi.com</p>	<p>Matt O'Leary District Manager - Microsoft West Government 206-390-4361 Matt_Oleary@shi.com</p> <p>Ben Callahan Account Executive - Microsoft Pacific Northwest 206-618-5637 Ben_Callahan@shi.com</p> <p>Christopher Jardine Account Executive - Microsoft North Texas & Southwest 817-235-1729 Christopher_Jardine@shi.com</p> <p>Jim Daniels Account Executive - Microsoft South Texas & Louisiana 512-718-8534 Jim_Daniels@shi.com</p> <p>Vincent Dill Account Executive - Microsoft MOKA 314-437-8791 Vincent_Dill@shi.com</p>	<p>Summer Bailey District Manager - Microsoft East Government 304-541-4288 Summer_Bailey@shi.com</p> <p>Carly Higginbotham Account Executive - Microsoft Tennessee & Carolinas 919-219-7355 Carly_Higginbotham@shi.com</p> <p>Kyle George Account Executive - Microsoft Bluegrass 732-564-8098 Kyle_George@shi.com</p> <p>Larry Mueller Account Executive - Microsoft Mid-Atlantic, Great Lakes 412-369-9022 Larry_Mueller@shi.com</p> <p>Trevor Golden Account Executive - Microsoft Southeast, Florida 404-580-2409 Trevor_Golden@shi.com</p> <p>Yareli Mucedo Account Executive - Microsoft Florida 312-953-6671 Yareli_Mucedo@shi.com</p>

The Public Sector Field division supports State Government, Local Government, K-12, Higher Ed, and Public Healthcare entities across the country. Customers in the Public Sector Field are supported by an Account Executive and a dedicated Inside Sales Team.

SHI provides a comprehensive customer support plan to ensure we are meeting each customer's needs. SHI's Account Executives are empowered to make decisions around the support of their customers, and they have the autonomy to resolve issues as they arise. Because our Account Executives are accountable for ensuring customer satisfaction, SHI is able to provide high quality customer service and ensure efficient and effective response to questions and issues. In addition, the SHI Regional Directors are engaged with the account teams to provide executive-level support and to meet with customers as needed.

In addition, SHI believes in regular and transparent communication with our customers. Our Account Executives meet with the participating entities and individual contract users to review their business with SHI. During these review meetings, we discuss purchase history and the customer's future plans. With open discussions, SHI can provide tremendous value in supporting future initiatives and will engage the support teams as needed to meet the customer's goals and objectives. If awarded, SHI will provide this level of service for all entities that use this contract to procure IT products

Public Sector Inside

Our Public Sector Inside division focuses on supporting the needs of the smaller K-12, local government, and higher education institutions across the country to ensure personalized attention regardless of organizational size. In this case, we have defined small as a K-12 district with 7,500 students or less, a higher education institution with 1,500 students or less, or a city/town with a population of 50,000 or less. These customers often are overlooked by large resellers, though they have the same needs as their larger counterparts. Our SM SLED division, based at our global headquarters in Somerset, New Jersey, consists of 185 (IAEs) who support customers' needs from start to finish. Each IAE is a single point of contact for their customers.

Federal

For our Federal customers, SHI manages each cabinet-level agency (or large System Integrator) with an SHI Account Executive. The Account Executive serves as the primary point of contact and is empowered to negotiate on behalf of the company.

Each Federal Account Executive is supported by a well-qualified and trained inside sales team. Our customers can feel confident that they will receive fast accurate quoting, along with industry distinguished product sourcing, and order processing expertise. The sales team will interact with customers responsible for procuring under this contract and develop a personal understanding of their specific needs. The team is well educated on the methodology, requirements, and SLAs of the contract and provide consistent and efficient support to our customers. Together, this team will be the point of contact for any and all questions and problem resolution. Similar to our other GWAC offerings of similar size and scope, including GSA IT Schedule 70 and SEWP V, our seasoned account management team stands ready to support the mission, spirit, and goals of this contract.

Commitment to all Public Sector Customers

SHI remains nimble in our approach to supporting our customers' IT needs, allowing us to address each customer on an individual basis. We understand that "one size does not fit all" and that philosophy is apparent in our service structure.

We believe our commitment to meeting our customers' needs is demonstrated in our level of success under our public sector contracts nationwide.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

SHI Response:

SHI has extensive experience administering contracts of this nature and has already worked with OMNIA Partners toward implementation of a major national contract. We take great pride in our ability to administer agreements of this nature to the maximum benefit of the contract users.

SHI's sales team will work in conjunction with the OMNIA sales team to promote the Master Agreement to both existing and prospective participating public agencies. As detailed previously in this response, the SHI sales teams will receive in - depth and ongoing training on the Master Agreement. Public sector leadership will be actively involved in implementing and servicing this agreement. The entire team is committed to growth and success of this contract.

SHI Account Executives will promote this agreement actively within their account base during regular face-to-face meetings and calls with customers and prospects. In addition, we hope to add discussion of this contract to our ongoing joint sales calls with the OMNIA team.

We understand the intricacies of implementing and maintaining a contract of this nature, supporting multiple state agencies and municipalities. When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each individual customer.

I. Explain in detail how Supplier 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, timely contract administration, etc.

SHI Response:

In addition to our extensive sales force promoting this contract actively and on a daily basis with our current customer base and prospective customers, SHI intends to collaborate with OMNIA on an extensive marketing plan. We understand the goal is to increase the number of entities that buy via OMNIA contracts in all public sector verticals. We have a dedicated Public Sector Programs team with resources specifically identified to market and support growth for our national contracts. If SHI is awarded, the following team members will collaborate with the OMNIA team to create and implement the marketing plan:

Aimee Ballenger, Director of Contract and Strategy

Aimee_Ballenger@shi.com

Amelia Jakubczyk, Senior Capture and Development Manager

Amelia_Jakubczyk@shi.com

SHI has already teamed with OMNIA Partners in previous instances where our joint implementation of the national program was a resounding success. We fully expect to continue that trend if awarded on this new contract.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

SHI Response:

In 2021, SHI's Public Sector accounted for \$3B of SHI's \$12 Billion total company revenue and was recognized as the #1 business unit for 2021. The table below is a breakdown of SHI's Public Sector sales by vertical.

2021 Public Sector Verticals	
Vertical	Revenue
Federal Government	\$82,000,000
Healthcare	\$42,000,000
Higher Ed	\$475,000,000
K-12 Ed	\$386,000,000
Local Government	\$983,000,000
State Agencies	\$1,154,000,000

Customer revenue and contact information associated with these customers is confidential. SHI would be happy to have a discussion and provide additional details if required.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

SHI Response:

When an order is placed through SHI's website, an automatic order confirmation will be generated and sent to the end user listed on the purchase order, as well as any other contacts the customer has designated. We can customize the information on the order acknowledgement email and can include any and all information required by the customer.



Order Confirmation

Sales order S51236870
Order date 2/11/2020
Customer Account 1009179
Customer PO DO - 2000004351
Shipping Method ESD
Customer Reference
Payment Net 30 Days

SHI Account Executive Dan Pressley
SHI Account Manager Erik T Ekstrand

Bill To
 dtsssoftware
 STATE OF UTAH
 1 STATE OFFICE BLDG, FL 6
 ATTN: ACCOUNTS PAYABLE
 SALT LAKE CITY, UT 84114
 US

Ship To
 Department of Technology Services
 1 State Office Building
 Basement, B108 Attn: DTS Receiving
 Salt Lake City, UT 84114
 USA
 DO - 2000004351/dtsssoftware

Item No. Mfg Part No.	Description	Qty Ordered	Unit Price	Extended Price
36681687 CMBBNDG01-19/20M TechSmith	Camtasia/Snagit Bundle 2019/2020 - license - 1 user Multiple platforms English ESD Software Contract number: ADSPO16-130651 Sub Contract: MA096 Maintenance From date: 2/11/2020 Maintenance To date: 2/10/2021	1	260.30	260.30

Quote: 18410434

Sales Balance	260.30
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	260.30
Currency	USD

* This Is Not An Invoice *
 Thank You for Your Order


The Products offered under this order confirmation are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

Page 1 of 1

Once an order is entered, it is then directed to SHI's Purchasing department for processing. This team is responsible for placing the order with the appropriate distributor or manufacturer. All orders are placed within 24 hours of being received. Should there be a change in product delivery time, the sales team will be notified immediately. At that point we will reach out to the end user to discuss options.

If a product is not be available at the time of order placement, the Inside Account Manager will reach out to the contact who placed the PO and advise that contact on all options available. No substitutions will be ordered unless we have express, written authorization to do so by the end user. Assuming there are no delays, the tracking number will be uploaded to the website upon shipping if/when provided by our vendors. In addition, the customer can opt to receive an

advanced shipping notification, which will be emailed automatically upon shipment of the product. See an example of the ASN below:



Shipment Notification
 Sent from SHI
 Somerset, NJ Office: 1-800-527-6389
www.shi.com

Order Date: 28 May 2014
SHI Order #: S12183345
PO # 15698

Ship To: Parkside Utility Construction
 219 Ruth Rd
 Harleysville,PA 19438

Delivery Memo: 15698/Lisa Malcolm

Shipment Date: 28-May-14
Ship Via UPS Ground
Tracking # [1ZX717350309365643](#)

SHI Part #	Mfg Part #	Description	Qty Shipped	Qty Ordered
22873569	SHI-TAG-1	Asset Tagging & Reporting (Per 1x Tag) Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
27752697	DYCOM-IMAGE-2	Image Install: Dycm - W7PRO Standard Laptop Image Config/Install SHI CONFIG Nothing ships for this virtual item	1	1
28786615	J4P16US#ABA	E840g1u74600jn256fiwcn08ye Us Hardware Hewlett-Packard SN:CNU420CL6R Asset Tag:A2271455	1	1

* Thank you for your business! *

* Your order has shipped today. If you have not received your order within one business week, please contact your sales team for order status. *

We want to hear from you. If you have any comments regarding the service that you have received from SHI, please Email our Director of Quality at Quality_Director@shi.com

SHI is able to customize our invoices to meet the needs of individual customers. If awarded, we will work with each customer to add necessary fields to our order entry system so that information will be captured on the invoice as well. A sample invoice is included for you below. Again, this can be customized to meet any requirements necessary.



Federal tax ID: 22-3009648
 290 Davidson Ave.
 Somerset, NJ 08873
 Phone: 888-235-3871
 Fax: 732-805-9669

Please remit payment to:
 SHI International Corp
 P.O. Box 952121
 Dallas, TX 75395-2121
 Wire information: Wells Fargo Bank
 Wire Rt# 121000248
 ACH Rt# 021200025
 Account#2000037641964
 SWIFT Code: WFBUS6S
 For W-9 Form, www.shi.com/W9

Invoice No. B09004163
 Invoice date 10/18/2018
 Customer number 1105530
 Sales order S48518845

Finance charge of 1.5% per month will be charged on past due accounts - 18%/yr.
 All returns require an RMA# supplied by your SHI Sales team.

Bill To
 MO-FSD - Director's Office
 615 Howerton Court
 Jefferson City, MO 65109
 USA

Ship To
 FSD Director's Office
 615 Howerton Court
 Jefferson City, MO 65109
 USA
 1901952/Jessie Maupin

Ship Date	Salesperson	Purchase Order	Ship Via		FOB	Terms
10/18/2018	Rick Wolters	1901952	FEDEX GROUND		FOB DEST	NET 30
Item No. Mfg Part No.	Description		Qty Ordered	Qty Shipped	Unit Price	Extended Price
30074046 1018740-ER Hardware eReplacements	eReplacements projector lamp Hardware Hardware Contract number: CT160910001		2	2	137.09	274.18

Sales Balance	274.18
Freight	0.00
Recycling Fee	0.00
Sales Tax	0.00
Total	274.18
Currency	USD

We have the flexibility to bill upfront, in arrears, or on a payment plan depending on the requirements of each purchase. We will have these discussions before the quote process takes place and confirm again before we enter the purchase order. In this way, we will alleviate incorrect billings. In the rare case that something is incorrectly billed, the customer can simply reach out to their sales team and they will work with our Accounting department to correct.

SHI is able to accommodate sending hard copy invoices, electronic invoices or both. Summary billing is also available. We can accommodate changes to a customer’s preference at any time. Invoices will be sent only after the products have been delivered. If chosen for award, we would like to sit down with each OMNIA customer to understand their requirements, typical acceptance procedures and time frames.

SHI’s open architecture systems allow us to integrate with virtually any eCommerce platform, whether through market leaders or a proprietary solution. Ariba, Perfect Commerce, PeopleSoft, SAP and Oracle are the most popular applications supported by SHI. In general, SHI can support systems that use cXML (commerce extensible mark-up language), or EDI (electronic data interchange) standards. This includes a wide range of applications. In addition, SHI supports the following Punch-out types:

- Ariba Punchout
- Coupa
- ePlus Procure+
- Hubwoo
- Oracle OAG and cXML Punchout
- Perfect Commerce Roundtrip
- PeopleSoft Direct Connect
- SAP OCI Roundtrip
- Sciqwest
- Verian ProcureIT

SHI’s order entry, procurement and invoicing systems are all standardized on AX. This allows for seamless process and maximum efficiency from order placement to billing. SHI has a team of AX developers in house to accommodate our various customers’ needs.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement (“Guaranteed Contract Sales”).

\$_____.00 in year one

\$_____.00 in year two

\$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

SHI Response:

SHI would prefer not to guarantee sales at this time. As a general predicator of potential volume, SHI reported \$380M 2021 under our existing OMNIA Partners contract. While the scope of the Online Marketplace contract is more limited, we have full confidence in our ability to generate sales and would be happy to discuss forecasts at further length with OMNIA if awarded.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).*
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.*
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).*
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.*

Detail Supplier's strategies under these options when responding to a solicitation.

SHI Response:

We understand that some public agencies will choose to conduct their own formal solicitations even though this Master Agreement is in place. In these cases, SHI will evaluate each situation as it arises. We will do everything we can to ensure that the resulting sales are priced at or below the OMNIA pricing and reported to OMNIA. It is our goal to make this contract as successful and widely used as possible and will not look to steer business away from it, even if the agency chooses to do a formal solicitation. SHI has put forth our most aggressive pricing to OMNIA in this proposal. For this reason, we believe that responding with this pricing will be the most widely used strategy. If a publisher/OEM offers competitive pricing, SHI will pass that pricing along and report those sales to OMNIA. It is highly unlikely for SHI to offer pricing higher than what is in the Master Agreement unless we were using the Master Agreement pricing as a comparison to show the value of this agreement.

APPENDIX D, EXHIBIT F – FEDERAL FUNDS CERTIFICATIONS

Exhibit F Federal Funds Certifications

FEDERAL 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.

DEFINITIONS

Contract means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
 - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
 - (2) An agreement that provides only:
 - (i) Direct United States Government cash assistance to an individual;
 - (ii) A subsidy;
 - (iii) A loan;
 - (iv) A loan guarantee; or
 - (v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non-Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non-Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Version October 19, 2021

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

Pass-through entity means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibition.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service 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. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) Representation. The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) Disclosures.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions. As used in this clause—*

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People’s Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of 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.

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity’s possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service 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. The Contractor is prohibited from providing to the Government any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements;
- or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dilbnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dilbnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when 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

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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 \$250,000, 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? YES DC 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 as detailed in the terms of the contract.

Does offeror agree? YES DC 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 to abide by the above? YES _____ 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? YES DC Initials of Authorized Representative of offeror

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(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? YES DC 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? YES DC 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? YES DC 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 Executive Office of the President Office of Management and Budget (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. If at any time during the term of an award the offeror or its principals

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becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES DC 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? YES DC 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? YES DC 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? YES DC 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.

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Does offeror agree? YES DC 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 documents, papers, or other records of offeror that are 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? YES DC 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? YES DC 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: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749

Phone Number: (800) 870-6079 Fax Number: (512) 732-0232

Printed Name and Title of Authorized Representative: Dan Calabrese, Proposal Specialist

Email Address: Dan Calabrese@SHI.com

Signature of Authorized Representative: Dan Calabrese Date: May 3, 2022

FEMA

FEMA SPECIAL CONDITIONS

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

“Contract” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a “financial interest” to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an “apparent” conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency (“NFE”) must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE’s may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE’s written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE’s employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. REMEDIES

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, 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. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.

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§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. 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 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

- i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

- a. Standard. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
 - i. 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.
 - ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person

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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 FEMA.

- iii. 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").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are 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.
- c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

- a. Standard. Recipient and subrecipient contracts must 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").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. 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). 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 FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDSACT

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, 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. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation

of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

\$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- a. Standard. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to “funding agreements,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

- a. Standard. If applicable, contracts must contain a provision that requires the contractor 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. 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.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency 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.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and*

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Suspension (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
 - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.
 - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
 - iii. Specifically, a covered transaction includes the following contracts for goods or services:
 1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 2. The contract requires the approval of FEMA, regardless of amount.
 3. The contract is for federally-required audit services.
 4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2

C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

- a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 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 Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.
- c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall 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 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.

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering 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 subrecipients shall certify and disclose accordingly.

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

The Contractor, SHI Government Solutions, 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. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Dan Calabrese, Proposal Specialist

Name and Title of Contractor's Authorized Official

May 3, 2022

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
 - i. 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—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. 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>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

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- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, 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.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.

Offeror's Name: SHI Government Solutions

Address, City, State, and Zip Code: 3828 Pecana Trail, Austin, TX 78749-3559

Phone Number: (800) 870-6079 Fax Number: N/A

Printed Name and Title of Authorized Representative: Stacie Becker, Proposal Manager

Email Address: Stacie_Becker@SHI.com

Signature of Authorized Representative: *Dan Calabrese*

Date: May 3, 2022 Dan Calabrese on behalf of Stacie Becker

APPENDIX D, EXHIBIT G – NEW JERSEY BUSINESS COMPLIANCE

- 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 – McBride - Principles

Doc 1 - Ownership Disclosure Form

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: SHI Government Solutions

Organization Address: 3828 Pecana Trail, Austin, TX 78749

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
Thai Lee - 51% KoGuan Leo - 49%	3828 Pecana Trail, Austin, TX 78749

Version October 19, 2021

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, SHI is a privately held company and does not report to SEC.	

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 <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):	Dan Calabrese	Title:	Proposal Specialist
Signature:	<i>Dan Calabrese</i>	Date:	May 3, 2022

Doc 3 - Affirmative Action Affidavit

DOC #3

**AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)**

Company Name: SHI Government Solutions
 Street: 3828 Pecana Trail
 City, State, Zip Code: Austin, TX 78749-3559

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 photo copy of their Federal Letter of Affirmative Action Plan Approval

OR
2. A photo copy of their Certificate of Employee Information Report

OR
3. A complete Affirmative Action Employee Information Report (AA302) _____

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 upon receipt from the
- 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.

May 3, 2022
Date

Jim Cababrese Proposal Specialist
Authorized Signature and Title

on behalf of Stacie Becker, Proposal Manager



DOC #3, continued

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

SHI's Affirmative/EEO Plan

To comply with the company's policy to employ, retain, promote, terminate, and otherwise treat any and all employees and job applicants on the basis of merit, qualifications, and competence.

- A complete up-to-date Personnel Profile of all employees classified by race, sex, and job classification will be maintained and annual reports will be submitted to the Office of Equal Employment Opportunity and Contract Compliance.
- All employees will be advised at the time of employment and during the HR orientation that SHI is an equal opportunity/affirmative action employer and that hiring, promotion, is based on an individual's qualifications and ability to perform the work.
- A company policy statement outlining SHI's commitment to equal employment opportunity will be posted on SHI's intranet site, MySHI as well as within the Handbook. A detailed policy outlining SHI's commitment to affirmative action will be accessible upon request within the Human Resources department.
- The company has an appointed contact to serve as the equal employment opportunity/affirmative action officer. The EEO/AA is authorized to supply reports and represent this company in all matters regarding this affirmative action plan.
- Officer will be responsible for the following:
 - Implementing all phases of the plan;
 - Conducting quarterly audits of employment practices to ensure nondiscrimination;
 - Yearly instructing supervisor about their responsibility to ensure that minorities are not subject to any type of discriminatory practices or harassment;
 - Notification to all eligible employees regarding promotions or vacancies to ensure equal employment opportunity, this is done via Job posting (MySHI), SHI newsletter, recruiters.
- HR reviews all applicants and the hiring/promoting records with CEO of SHI to audit the increase in the job categories that are available or promotable in the recruitment labor area.
- Training is provided to the degree that the company is reasonably able to undertake as a means of making all job classes available to minorities.

Doc 4 - Political Contribution Disclosure Form

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.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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.”

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.

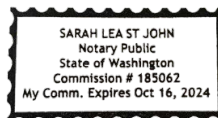
OR

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 business organization: Partnership Corporation Sole Proprietorship Limited Partnership Limited Liability Corporation Limited Liability Partnership Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.**Stockholders:

Name: Thai Lee	Name: KoGuan Leo
Home Address: 3828 Pecana Trail, Austin, TX 78749-3559	Home Address: 3828 Pecana Trail, Austin, TX 78749-3559
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>29th</u> day of <u>April</u> , <u>2022</u>	<u><i>Dan Calabrese</i></u> (Affiant)
(Notary Public) <u><i>Sarah St John</i></u>	<u>Dan Calabrese, Proposal Specialist</u> (Print name & title of affiant)
My Commission expires: 10/16/2024	(Corporate Seal)



Doc 6 - Certification of Non-Involvement in Prohibited Activities in Iran

SHI was unable to access this form online.

SHI does not conduct business in the country of Iran.

Doc 7 - New Jersey Business Registration Certificate

12/20/11

Taxpayer Identification# **223-009-648/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione
Director
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08648-0252
TAXPAYER NAME: SHI INTERNATIONAL CORP.	TRADE NAME: SOFTWARE HOUSE	
ADDRESS: 290 DAVIDSON AVENUE SOMERSET NJ 08873	SEQUENCE NUMBER: 0078008	
EFFECTIVE DATE: 12/11/89	ISSUANCE DATE: 12/20/11	
FORM-BRC FD-181 (7-2005)REV	 Director New Jersey Division of Revenue	

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

Doc 8 – EEOAA Evidence

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

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: http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.


Name: Dan Calabrese Title: Proposal Specialist

Signature: *Dan Calabrese* Date: May 3, 2022



Doc 9 – McBride Principles

DOC #9
MCBRIDE-PRINCIPLES

	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

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-08 **VENDOR/BIDDER:** SHI Government Solutions

**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

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.

Dan Calabrese

May 3, 2022

Signature

Date

Dan Calabrese, Proposal Specialist

Print Name and Title

TAB 4 – QUALIFICATION AND EXPERIENCE

2.c) Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

SHI Response:

SHI Government Solutions (SHI) welcomes the opportunity for partnership with the Region 4 Education Service Center (Region 4 ESC) as we deliver the following proposal in response to your invitation to secure a provider for the Contract for Total Cloud Solutions and Services. As a total IT solutions provider and a value-added reseller, SHI is best and specifically qualified to meet the ongoing needs of Region 4 ESC, evidenced by our dedication to procuring top holistic IT solutions and partnerships, and our commitment to understanding the specific needs and requirements of our Texas government and education customers.

In 1999, SHI International Corp. dedicated a subsidiary sales force division to government and education sales. The new company, SHI Government Solutions, is incorporated in the state of Texas with its principal place of business in Austin. All state of Texas government and education contracts were assigned to SHI Government Solutions.

SHI International Corp., and subsequently **SHI Government Solutions**, has been a contract vendor for the state of Texas since 1994. Over our 27-year history supporting Texas public sector customers, we have consistently transacted business with education and government organizations throughout the Lone Star State including state agencies, local government, K-12, and higher education.

SHI offers custom IT solutions for every aspect of your environment from software and hardware procurement to deployment planning, configuration, data center optimization, mobility, and IT asset management. SHI offers next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable, and cost-effective ways possible. Our infrastructure and integration services provide top-of-the-line solutions supported by the leading manufacturers, publishers, and providers in the industry.

SHI has sustained consistent growth in not only our business, but also the expansion of our regional sales teams.

Our success has stemmed from outstanding customer support through dedicated account teams, constant development of service and support

enhancements, strong partnerships with industry leading manufacturers, and a company-wide determination to be the best in the industry.

Achievement to us is tallied primarily by the strength and endurance of our partnerships with organizations like yours. The success of our relationship with Region 4 ESC will be founded upon three key principles:

“

Because SHI Government Solutions is affiliated with UT supply chain, we can be confident that we are receiving the best value for products/services.”

IT Administrative Specialist
UT Tyler

- Our proven ability as a holistic IT solution provider to supply Region 4 ESC with an unsurpassed catalog of hardware peripherals, software, and services.
- Our commitment to innovation, cost-reduction, and proactive customer service for Region 4 ESC.
- Our dedication to proactive communication and building relationships with representatives of Region 4 ESC at every opportunity.

We have focused our partnership with the fundamental purpose of improving processes throughout the Contract. Our approach to continuous advancement and innovation is demonstrated in SHI's robust web portal, which provides order processing and asset management reporting.

With more than \$380 million of technology products and related services sold to Texas government and education customers in 2021, SHI is a reliable and experienced IT solutions vendor to customers throughout Texas. Boasting the largest field sales team in Texas, we are confident that we are uniquely positioned to help Region 4 ESC focus on meeting their evolving technology needs.

SHI's proposal incorporates our values and mission to deliver a high quality and high value service and support model for this contract and those using the contract. As you will see in Tab 3 – 3.3, SHI supports the state of Texas using an extensive team of local account executives and technical and licensing specialists, all of whom are proficient in supporting education customers. Our dedicated field account executives live and work in geographically concentrated territories, tailoring marketing and selling strategies for their customers. Our localized presence allows us to deliver products and services employing both the benefits of SHI's broad partnership network and our incomparable customer-centric approach. With SHI as your partner, you can trust in more meaningful account oversight and a guarantee that we are effectively collaborating with all geographies throughout Texas and with Region 4 ESC at a local level.

Our proposal responds directly to the prompts and requirements within Region 4 ESC request for proposal and validates how SHI is uniquely qualified to receive the position as the preferred supplier for the Total Cloud Solutions and Services proposal. With an engagement plan and customer support services designed to enhance Region 4 ESC's current productivity and allow for better delivery of services to the staff and students of Region 4 ESC. SHI is poised to provide the Region 4 ESC and its affiliates with business continuity, improved services, and modern innovations. Our success is based on a foundation of customer centricity, accessibility, and consistency. We are pleased to present this proposal to you, and pledge to collaborate with you with integrity, transparency, and success – from products to partnership and at every step along the way.

Demonstratable Success

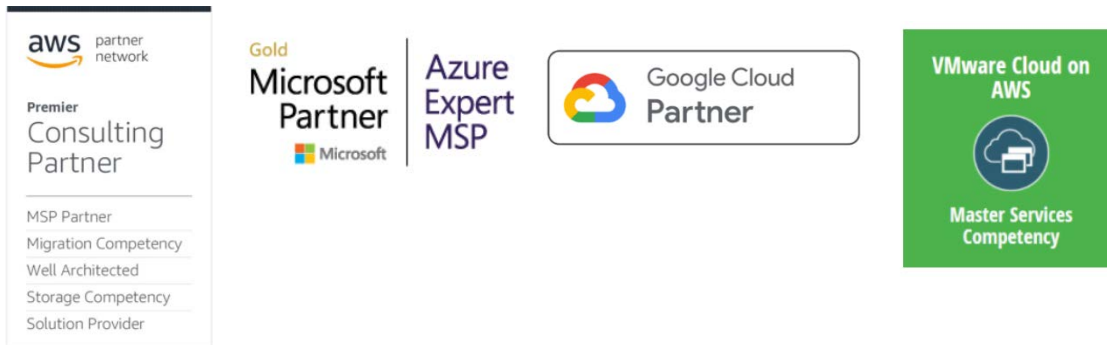
We thoroughly understand the business nuances, intricacies and contract management requirements articulated within the RFP, and we will ensure continued, determined success. The greatest strength we offer is the profound experience and dedication of our SHI team. We are eager to employ our vision forward to provide continued solutions for identifying and leveraging innovations that benefit all Region 4 ESC, and we've included concepts in our response that detail many of those modernizations. SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific

needs and concerns – and the Region 4 Education Service Center will receive devoted attention from our local team members who call Texas home.

Expert Partnership

SHI is committed to providing the most advantageous pricing models and the most exceptional value; we recognize that our role as your partner is to support Region 4 Education Service Center, providing expert best practices to keep your IT resources safe, secure, and operational: 24 hours a day, 365 days a year. As an OEM-neutral partner, we will take pride in helping you optimize your cloud solutions and services investment to create streamlined and efficient processes and aggregate your purchasing power to obtain the best pricing available.

SHI is recognized as a leading partner for all major Cloud Provider platforms, with the expertise and certifications to prove it. The mission of our cloud specialists has been to help organizations like yours choose the right platform strategy for their unique needs, creating highly tailored solutions that build on the individual strengths of platforms and technologies. Our success is shown through our cloud partners awarding us with recognitions and certificates that demonstrate our knowledge and ability to migrate, optimize, and modernize our customers cloud infrastructure.



Quality and Commitment

We currently hold several state of Texas and Texas-based cooperative contracts and maintain successful partnerships with customers in every vertical: state government, local government, education (K-12 and higher ed), and healthcare. Through these often-complex contracts, we build connections to partner closely with each entity and dive deeply into the infrastructure, procurement, and regulation obstacles that they face. We provide our customers with complete, end-to-end lifecycle management by combining the abilities of our experienced field sales team, local technical resources, internal presales technical resources, and our widespread partner network.

SHI continues to adapt and grow with the ever-progressing IT industry, ensuring our customers have reliable, consistent, functional hardware and software – and technology services – regardless of circumstance. Now in our 23rd year of business, we specialize in results that are customized to our clients, including providing educational technology, grants support, and services that substantiate the expressed needs and requirements within this RFP. We are committed to providing the Region 4 Education Service Center with comprehensive and complete IT solutions.

At SHI, we measure our success not just by the bottom-line numbers on our spreadsheets, but by the quality of our relationships. We understand that our growing success stems directly from our purpose – to deliver exceptional value and experience as we help customers select, deploy, and

manage their technology. And our passion, which remains focused on forging and nurturing relationships with our customers and with our colleagues and partners, will sustain us for decades to come as an industry leader.

“

As I have been thinking back on this from last year, I know we were faced with extra challenges, which makes it even more laudable that y'all (SHI-GS) were able to successfully navigate the large deployment volume given the newness of COVID-19.

THERE WAS LOTS OF COMMUNICATION, TRANSPARENCY, AND RESPONSIVENESS.

If one person on your team was not available, I was able to get what I needed answered/taken care of from someone else.

SHI HELPED TO MAKE AN EXTRA STRESSFUL AND STRANGE TIME A LITTLE MORE BEARABLE ...

I would definitely recommend working with you again in the future.”

Connie DiVincenzo

UT Austin, Administrative Services Officer III
Financial and Business Services

ii. Describe Offeror's reputation in the marketplace.

SHI Response:

Privately held and under the guidance of its current ownership since 1989, SHI is uniquely qualified to support OMNIA's goal of locating reliable service partners to support your robust business. We strive with purpose and passion to provide exceptional value and experience as we help customers select, deploy, and manage technology.

We are unique in both our stability and in the tenure of our executive leaders and team members (many of whom have been dedicated to SHI since its inception). SHI Account Executives support their clients locally from over 30 offices throughout the U.S., Canada, the U.K., France, and Hong Kong; and our AEs work and live in the communities they serve, fostering long-term, mutually beneficial relationships with customers and partners every single day.

SHI is proud of the reputation we have established, particularly in the Public Sector, as an organization uniquely capable of understanding and addressing the specific needs and concerns of the IT community. And customers benefit from our high-value solutions that are focused on meeting the distinctive requirements of each customer, while always incorporating opportunities for partnership and innovation.

We provide custom technology solutions for every aspect of customers' IT environment: from software and hardware procurement to deployment planning, configuration, data center optimization, mobility services, IT asset management, and training. We also offer next-generation cloud solutions to help customers accelerate to the cloud in the fastest, most secure, reliable and cost-effective ways possible.

Our infrastructure and integration services provide top-of-the-line solutions supported by leading manufacturers, publishers, and providers in the industry.

iii. Describe Offeror's reputation of products and services in the marketplace.

SHI Response:

The SHI program management team will be gathering information on the overall services engagement to ensure customer satisfaction, including all necessary statistics on services and customer feedback. We collect and use this information for project status/SLA tracking, lessons learned, and customer satisfaction and experience - all with the intent of continuous improvement. We will collaborate with Apple to develop formal survey questionnaires as well as periodic sampling of the overall customer experience with deployments and all other managed services.

SHI is proud of the reputation we have established with our customers as an organization uniquely capable of understanding and addressing their specific needs and concerns. We accomplish this through a single-minded focus on customer satisfaction: every SHI employee understands that we are here because of our clients and will remain here only as long as we continue to provide extraordinary customer satisfaction.

In addition, we monitor customer satisfaction through two primary vehicles:

- **Customer Feedback**—SHI encourages our customers to send emails to our Director of Quality, whose email address is included in most customer communications, including the order acknowledgment. The Director of Quality reports all customer feedback to the Top Managers and Department Managers at SHI. As necessary, she will respond to the customer's comment, will assign a corrective action, and will follow-up with the customer to ensure that the issue has been resolved.
- **Customer-specific Satisfaction Surveys**—Some SHI customers require that we provide customer satisfaction surveys to their employees. In these instances, SHI creates a customized survey that specific reflects the products and services we provide to that organization. The Dedicated Account Team is responsible for submitting the surveys and the results are sent directly to the Director of Quality.

iv. Describe the experience and qualification of key employees.

SHI Response:

SHI is proud to present the account team who will be dedicated to Region 4 ESC and OMNIA Partners. Our primary goal of our field and inside sales teams is to bring value to our customers at every opportunity. Through consistent, transparent communication and providing information on the ever-evolving facets of the IT industry, our experienced account executives and leadership will be there to support Region 4 ESC every step of the way. Our sales force is divided into two teams:

- **Our Field Team** comprised of account executives who understand the needs of their communities and who collaborate to streamline and improve IT procurement.

- **Our Inside Team** comprised of experts who are dedicated to supporting customers with their daily needs. SHI commits to a collaborative process that is customer centric. We maintain robust,



award-winning partnerships with top manufacturers and, in doing so, we can ensure customers get the best products and services, designed specifically for their needs. In fact, our dynamic sales force, software volume licensing experts, hardware procurement specialists, and Certified IT service professionals facilitate not just purchasing, but also strategic evaluation, solutions design, and IT support, always with a specific focus on cost savings for every purchase.

SHI ACCOUNT TEAM World Class Support

Adrienne Publyski
 Vice President, EDU West
 Public Sector Field Sales,
 West EDU

There is no denying Adrienne Publyski's dedication to SHI. Beginning as an Inside Sales Rep for SHI in 1996, she transitioned two years later to an Education Account Executive. After 20 years, Adrienne has worked her way to become Public Sector Vice Present of EDU West.

In her current role, Adrienne supports a dynamic group of District Managers who are eager to bring forth technology solutions that address customers' needs in the K12, Higher Education, and Higher Education/Healthcare arenas.

To ensure a world class customer experience, Adrienne leads her team with the priorities of elevating the needs of our customers more than anything else, and leading with integrity, transparency, and honesty. Adrienne works on covering a variety of perspectives and insights to determine best solutions and works with her team members on building relationships that are mutually beneficial in support of end-users.

Adrienne's dedication to the education sector as well as to her customers is what truly matters to her: "If we are able to help a school district improve the lives of the students that they support, that is tremendously rewarding."

Calling Austin, Texas home for the last 24 years, Adrienne appreciates spending time with her family—especially her nephews, and friends who are a part of her “chosen” family.

To learn more about Adrienne, to view her complete resume, or to connect with her, visit her on [LinkedIn](#).



The South Texas Education branch retains one of SHI’s top district sales managers—Dakota Haines. He leads a team of Account Executives who help SHI’s education customers select, deploy, and manage technology in a world that is constantly changing. No one can possibly be an expert in all the facets that touch IT, but Dakota and his team help SHI customers bridge the gap in knowledge by connecting and using resources.

Dakota began his career at SHI as an Inside Account Executive at the corporate office in Austin, Texas. After just a few years of hard work and dedication to SHI customers, he moved into the education vertical as an Account Executive. After two years, he moved into an AE role covering larger, local government accounts in Austin and West Texas for three years before moving back into the education vertical as a district sales manager.

Dakota was born and raised in Austin, Texas, and to this day, could not imagine himself living anywhere else. Along with his unrivaled love for the city of Austin comes a responsibility to support his community. At the start of 2020, Dakota helped alleviate issues around remote access and device shortages in the city of Austin.

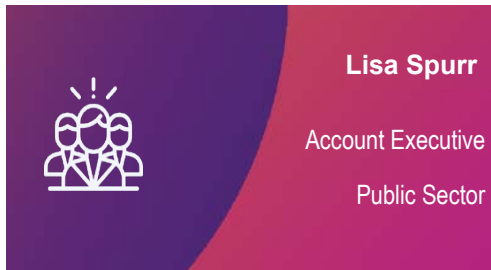
To connect with Dakota, or to view his resume, please visit him on [LinkedIn](#).



With more than 12 years in the Public Sector, Amelia Jakubczyk has been helping her customers understand contracts and has built lasting connections with them. SHI’s culture allows this to happen naturally to the point where Amelia says her customers feel “more like friends.” Joining SHI in 2009, she quickly gained experience and expertise as an Account Executive for Arizona and Nevada SLED and spent nearly a decade supporting state and local

governments. Now, Amelia takes on her newest role as the Senior Manager of Capture and Strategy, where she is confident that she has what it takes to build relationships with her customers and “find a path forward.” When she’s not working, Amelia can be found exploring outdoors in her home state of Colorado. There, she and her family enjoy biking, hiking, skiing, paddle boarding, and “getting off the grid” in their travel trailer to camp.

To learn more about Amelia, or to view her resume, connect with her on [LinkedIn](#).



Lisa Spurr is constantly seeking opportunities to learn and grow. She appreciates that SHI values its employees and fosters these opportunities, which is what first attracted her to the company. In fact, it’s that attitude that sets SHI apart for her and “the way people are really helpful and want to do the right thing for our customers and each other.”

Lisa has been in the technology industry for over 15 years, but in her current role at SHI as an Account Executive, her focus is on our education customers. She is responsible for understanding her customer’s business objectives, priorities, and initiatives so she can align their needs with SHI’s products, solutions, and capabilities. Lisa says she feels most rewarded when she is able to solve her customer’s problems by prioritizing their individual goals and maximizing company resources.

Residing in the Woodlands, Texas, Lisa enjoys the family-friendly atmosphere of the Houston suburb and can often be found walking and bike riding with her family.

To learn more about Lisa or to view her full resume, connect with her on [LinkedIn](#).



Jaye Romo joined the SHI family in 2020, coming from a nearly 30-year IT career across EMC, Datalink, Presidio, and US Signal. Given his depth of experience and detailed knowledge of the solutions SHI can provide, Jaye leverages his aptitude for logical problem solving to see challenges from opposing points of view to find an innovative and effective solution.

In his current role as Account Executive, Jaye manages the State of Illinois and Cook County. As a resident of Greater Chicago, Jaye is quick to point out that it is not just government he serves, but their clients – the residents of the State of Illinois and Cook County.

To learn more about Jaye and connect with him, check out his [LinkedIn](#).

v. Describe Offeror’s experience working with the government sector.

SHI Response:

The Government Affairs (G.A.) team is a value-add, internal resource designed to empower the OMNIA Account Team to deliver meaningful and exceptional outcomes. With deep and diverse government knowledge and acumen, the team of Government Affairs professionals helps facilitate grant acquisition and federal funding. It leverages its vast network of I.T. leaders to benefit your end-users and communities, facilitate grants acquisition and federal funding for higher education, and leverages their vast network of IT leaders to benefit your end-users and communities.

Led by Michael Esolda, a former CTO whose career was built upon Professional Development for Teachers and Professional Services for Staff, the Government Affairs team engages with partner organizations to monitor policy trends at all levels of government; attends influential IT industry conferences, collaborates with consultants to identify opportunities; and helps with special, customized projects designed to add value for government customers.

Existing as part of Government Affairs, our Educational Affairs team focuses solely on how technology enhances learning and provides equitable environments for all students and educators. Since 2020, four areas have emerged as vital to a successful learning community:

- Hybrid learning
- Immersive technologies
- esports
- Cybersecurity

With the massive implementation of hybrid learning, the increased use of immersive technologies, and the growing recognition of esports' benefits, comes an influx of new devices that need to be managed – and a growing need for cybersecurity. Technology and education are more inextricable than ever before – and that's not going to change any time soon. Our Educational Affairs team can help OMNIA stay ahead of emerging technologies. Working in tandem with our Professional Training team, we bring tremendous value and support to your initiatives.



Working symbiotically, your SHI Account and Government Affairs Teams will ensure that customers learning environments are transformative; collaborative; protected, and optimized. Our Solutions Specialists augment our strategic teams – including our Professional Training Team – and integrate value with every aspect of your procured technology. For more detailed information on this team, please visit [SHI Customer Services](#).

vi. Describe how your company will assist in educating customers on the distinct difference of IaaS, PaaS and SaaS offerings and responsibilities.

SHI Response:

In collaboration with the specific manufacturer or partner, your **Field Solutions Engineers** are dedicated to the Public Sector and geographically spread across the country, this team's mission is to help customers choose exactly the right technology solutions. FSEs are tightly aligned with our Account Executives to bring maximum value to our customers. This dedicated team is unique in the Public Sector Value-Added Reseller space, and our FSEs help customers compare competing software products and provide valuable technical insights on choosing the right solution for each unique organization. FSEs consult with customers, often helping them to avoid erroneous or superfluous costs. Additionally, they consider organizational skill sets, compatibility with current environment, redundancy, alignment with objectives, and total cost of ownership – all through a vendor-neutral lens. As a specific example, in the

last 12 months, our FSE team and our other sales teams have sourced over 2,000 different manufacturers' products.

vii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

SHI Response:

Within the last five years, SHI has not been involved in any investigations or litigation, whether civil or criminal, that are material to its business or financial condition or that pertained to failures in its business relationships, and no such investigation or litigation is currently pending.

REFERENCES

viii. Provide a minimum of 5 **customer references** relating to the products and services within this RFP within the past three (3) years. References should include at least one customer who is:

- a) Using a Microsoft Azure Solution
- b) Using an Amazon Web Solution (AWS) Solution
- c) Academic/education leveraging a cloud solution
- d) Using a PaaS solution
- e) Has purchased an IaaS solution
- f) Provide any other significant information about your company that is relevant to demonstrating your experience in the cloud marketplace

Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

SHI Response:

Reference 1:

- Entity name: State of Florida
- Contact name: Tony Abid
- Contact title: Senior Systems Engineer
- Contact email: Tony.Abid@dot.state.fl.us
- City, State: Tallahassee, Florida
- Years serviced: 8 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately \$45 million in cloud sales in the last 2 years

Reference 2:

- Entity name: State of Alabama
- Contact name: Roy Case
- Contact phone: 334-206-7000
- Contact email: Roy.case@adph.state.al.us
- City, State: Montgomery, Alabama
- Years serviced: 5 Years
- Description of services: Microsoft, Symantec, VMware Contracts
- Annual volume: Approximately \$15 million in cloud sales in the last 2 years

Reference 3:

- Entity name: City of Baltimore
- Contact name: Eric Wildberger
- Contact title: Sr. IT Project Manager
- Contact email: Eric.Wildberger@baltimorecity.gov
- City, State: Baltimore, Maryland
- Years serviced: 2 Years
- Description of services: AWS
- Annual volume: Approximately \$12 thousand in cloud sales in the last 2 years

Reference 4:

- Entity name: Commonwealth of Kentucky Office of Technology
- Contact name: Cody Taylor
- Contact phone: 502-584-9879
- Contact email: Cody.Taylor@ky.gov
- City, State: Frankfort, Kentucky
- Years serviced: 9 Years
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: \$31,648 Office 365 Users: 29000

Reference 5:

- Entity name: Commonwealth of Kentucky Department of Education (KETS)
- Contact name: Melissa Moore
- Contact phone: 502-564-2020
- Contact email: Melissa.Moore@education.ky.gov
- Description of services: Microsoft Azure
- Annual volume: Quarterly Billing: \$32,751 Office 365 Users: 1,250,000

ix. Provide any additional information relevant to this section.

SHI Response:

Not Applicable.

TAB 5 – VALUE ADD

2.d) Value Add

i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

SHI Response:

With our extensive experience administering cloud solutions and services contracts, we are confident that we will exceed the requirements of this request. We take pride in our ability to administer to the maximum benefit of the contract users.

When we enter into an agreement of this magnitude, we take great care to implement support and service plans to meet the needs of each contract user. SHI serves as an advocate for the organizations and end-users that Region 4 ESC ultimately serves.

Following are some of the initiatives that SHI takes to maximize the value to all contract users.

Managed Services

Staying on top of technology trends has become increasingly expensive. With our deep understanding of cloud deployment, together with our expertise in cloud-based IT infrastructure, we can design unique solutions that make technology your trusted investment.

Let SHI help your organization—

- Transition to a cloud environment or extend the value of existing IT investment.
- Scale out quickly and affordably by running apps and workloads in the cloud.
- Boost productivity and collaboration with SharePoint Online.
- Work with full versions of Microsoft Office anytime, anywhere, and on virtually any device with Office 365.
- Implement flexible, affordable data backup and disaster recovery solutions by taking advantage of cloud services like Microsoft Azure.
- Safeguard organizational data by integrating enterprise identity management solutions like Active Directory with cloud services.

Security Planning Services

SHI will provide services within a Microsoft Azure Cloud environment to protect against spyware and malware, data interception, identity theft, viruses, and hacking attempts. Standard best practices for security are given priority importance, to include the following:

- Acceptance of industry/organizational standards
- System development and maintenance
- Organizational continuity planning
- Compliance and governance

SHI One Overview

The SHI One Management Platform is a portal for customers to manage both cloud and IT services bought through SHI. It gives customers a centralized place to track and manage their public clouds, allowing them to spend less time struggling with reports, management, and support, and more time on strategic initiatives to drive their business forward.

SHI One enables customers to perform the following self-services on a single platform:

User Management

Control who can access SHI One by adding, editing, and removing users, assigning their security groups, and granting different levels of user permissions.

Team Management

Control which teams can access which contracts and submit technical, billing, or account management tickets.

Invoice History

All Amazon Web Service (AWS), Azure Cloud Service Provider (CSP), and O365 CSP basic, professional, and managed customers can view and send invoices to the requested contact on file.

AWS Account View

Accessed within the SHI One portal, the AWS Account View allows companies to view their AWS Accounts that are resold through SHI, including the level of support provided by SHI and provided by AWS. As an added benefit, Region 4 ESC can view all AWS accounts managed and resold by SHI via a single dashboard. Additionally, you can track the service levels with SHI and associated service levels with AWS.

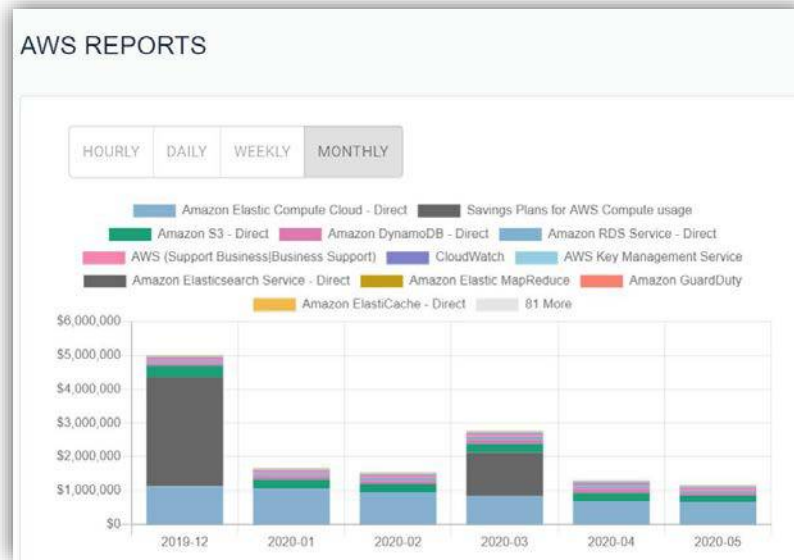
Account	Type	Switch Role	Support Level	Support Level
Test ABC Payer 123456789012	Payer		BASIC	BASIC
Test ABC Linked One 456789012345	Linked		DEVELOPER	BASIC
Test ABC Linked Two 567890123456	Linked		BUSINESS	BASIC
Test ABC Linked Three 678901234567	Linked		PREMIUM	BASIC
Test XYZ Payer 234567890123	Payer		BASIC	MANAGED
Test XYZ Linked One 789012345678	Linked		BUSINESS	MANAGED
Test XYZ Linked Two 890123456789	Linked		BUSINESS	MANAGED
Test JKL Payer 901234567890	Payer		BASIC	PROFESSIONAL

AWS Reporting

AWS Reporting provides views of AWS consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options, including custom perspectives that SHI can help configure
- Export to excel



Azure Account View

Accessed within the SHI One portal, the Azure Account View provides a view of Azure consumption by hour, day, week, or month.

Benefits—

- View up to 12 months of consumption data
- Group by multiple options including custom perspectives that SHI can help configure
- Export to excel

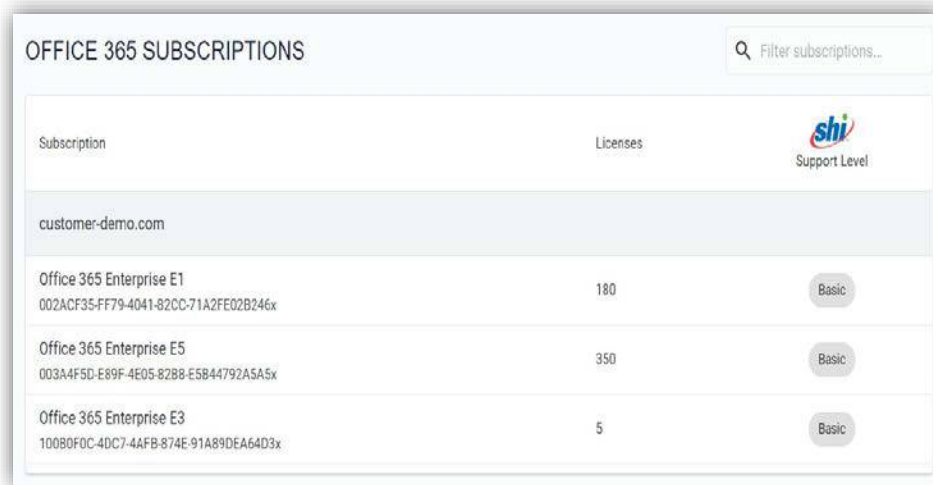


Monitoring

The Monitoring Dashboard shows any alerts in AWS Accounts and Azure Subscriptions, as well as an overview of any alerts within AWS Accounts and Azure Subscriptions, enabling the user to see a list of alerts and drill down further into the alert itself.

O365 Account View

Accessed within the SHI One portal, the O365 Account View allows companies to view their Office 365 subscriptions that are resold through SHI’s Cloud Service Provider (CSP) Program, including the level of support provided by SHI. As an added benefit, Region 4 ESC can view all Office 365 subscriptions managed by SHI under the CSP program via a single dashboard. Additionally, you can track the technical support service level purchased with SHI.



Subscription	Licenses	Support Level
customer-demo.com		
Office 365 Enterprise E1 002ACF35-FF79-4041-82CC-71A2FE02B246x	180	Basic
Office 365 Enterprise E5 003A4F5D-E89F-4E05-82B8-E5B44792A5A5x	350	Basic
Office 365 Enterprise E3 10080F0C-4DC7-4AFB-874E-91A89DEA64D3x	5	Basic


O365 Backup as a Service

The O365 Backup as a Service is a self-service cloud backup solution that protects a company from data loss and enables the customer to restore deleted or corrupted data quickly and easily.


Benefits—

- Customer self-service through the click of a button
- Search for and restore lost data in seconds
- Choose which accounts to back up
- Unlimited back-up
- Digital statement of work (SOW) speeds up the onboarding process
- Cloud-to-cloud backup on Azure – nothing on-premises


PROTECT PRODUCTIVITY DATA




Exchange
Email · Calendar
Contacts Tasks Notes
Public Folders



SharePoint
Lists · Files · Versions
Team sites · Subsites
Site collections



OneDrive
Folders
Files
Versions



Teams
Notebook · Calendar
Files · Conversations
Modern Team · Sites

- ☁️ CLOUD
- AWS
- Reports
- Accounts
- Cost Allocation Tags
- Optimization
- Invoices
- Billing
- Azure
- Reports
- Subscriptions
- Service Catalog
- Invoices
- Office 365
- Subscriptions
- Optimization
- Backup
- Invoices

Invoice	Date	Purchase Order	Amount
<input type="checkbox"/> 01234564	2020-09-02	AWS-PFEB2020	\$1,232,676.87
<input type="checkbox"/> 01234563	2020-02-02	AWS-PGJAN2020	\$1,232,676.87
<input type="checkbox"/> 01234562	2020-01-02	AWS-PFDEC2019	\$1,232,676.87
<input type="checkbox"/> 01234561	2019-12-02	AWS-PGNOV2019	\$1,432,676.87
<input type="checkbox"/> 01234560	2019-11-02	AWS-PFOCT2019	\$1,138,676.87
<input type="checkbox"/> 01234579	2019-10-02	AWS-PFSEP2019	\$1,138,676.87
<input type="checkbox"/> 01234578	2019-09-02	AWS-PGJUL2019	\$1,229,676.87
<input type="checkbox"/> 01234577	2019-08-02	AWS-PGJUN2019	\$1,138,676.87
<input type="checkbox"/> 01234576	2019-07-02	AWS-PGJUN2019	\$1,643,676.87
Total			\$1,947,288.88

Customer Innovation Center

SHI recently established our Customer Innovation Center (CIC) as a vehicle for emerging technologies, advancing industry standards, and – as the name denotes – customer innovations. As part of the CIC, representatives from Region 4 ESC can see, touch, and observe software in both our Showcase Lab, where we house equipment and technology from a wide range of OEMs, and within our Software and Sandbox Lab, where customers can engage with hardware and software specifically designed for use in particular settings like a classroom, administrative office, or data center.

TAB 6 – APPENDIX C - ADDITIONAL REQUIRED DOCUMENTS

Please see the following pages for the completed forms.

- Doc #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)
- Doc #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- Doc #4 Texas Government Code 2270 Verification Form

Doc #1 Region 4 ESC's Open Records Policy

Appendix C, Doc #1

**ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY**

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

May 3, 2022
Date

Jim Calabrese Proposal Specialist
Authorized Signature & Title

Doc #2 Antitrust Certification Statement (Tex. Government Code § 2155.005)

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
 (Tex. Government Code § 2155.005)
 Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company	SHI Government Solutions	Contact	<i>Dan Calabrese</i>
			Signature
			Dan Calabrese
			Printed Name
Address	3828 Pecana Trail		Proposal Specialist
			Position with Company
	Austin, TX 78749	Official Authorizing Proposal	<i>Dan Calabrese</i>
			Signature
			Dan Calabrese
			Printed Name
Phone	(800) 870-6079		Proposal Specialist
			Position with Company
Fax	n/a		

Doc #4 Texas Government Code 2270 Verification Form

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Dan Calabrese, as an authorized representative of

SHI Government Solutions, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Dan Calabrese

Signature of Named Authorized Company Representative

May 3, 2022

Date

SUPPORTING DOCUMENTS

ADDENDUM ACKNOWLEDGEMENTS

SHI acknowledges the following addendums:

- Addendum 1
- Addendum 2
- Addendum 3
- Addendum 4

AWS PARTNER PACKAGE



Amazon Web Services Partner Package – US State and Local Government, and Education

Q1 2022

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How to Use this Document

This document contains information on the most frequently requested proposal topics from our Amazon Web Services, Inc. (AWS) Partner Network (APN) Partners. Please reach out to your proposal manager if you need additional information to meet specific request for proposal/quotation/tender, etc. (RFx) requirements.

The content in this document is intended as informational material regarding AWS Cloud services that may be used to inform your responses to particular RFxs from your public sector customers. While AWS encourages you to rely on the Partner Package content to help you formulate your response, you may not attach the Partner Package to your response or copy and paste Partner Package content into your response without prior consent from AWS. Graphics or images may be copied and pasted into your response as long as: (1) clear and appropriate attribution is given to AWS or the third party source of such images and (2) such images are copied in their entirety and without modification.

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1.0 AWS Overview

Amazon has a long history of using a decentralized IT infrastructure. After over a decade of building and running the highly scalable e-commerce website Amazon.com, the company realized that it had developed a core competency in operating massive scale technology infrastructure and data centers. Amazon then embarked on a much broader mission of serving a new customer segment—developers and businesses—with web services customers can use to build sophisticated, scalable applications. Today, Amazon Web Services, Inc. (AWS) is the world’s most comprehensive and broadly adopted cloud platform.

Since our inception in 2006, AWS has been an innovator in cloud computing, making over 200 services available to customers. AWS reduces the time and effort required to run existing workloads and provides access to powerful new analytics capabilities, all while meeting the security and privacy requirements that our customers expect. We also work to release new products to customers quickly, then rapidly iterate and improve on those products based on customer feedback. Our continual innovation helps healthcare customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments. AWS currently supports an almost limitless variety of workloads for millions of customers worldwide.

1.1 State and Local Government and Education

The AWS Cloud is uniquely positioned to provide scalable, cost-efficient solutions to the state and local public sector and educational institutions, whether through open data initiatives, public safety modernization, education reform, citizen service improvements, or infrastructure programs. AWS Cloud services can be employed to meet mandates, reduce costs, drive efficiencies, and increase innovation. Over 7,500 government agencies, over 14,000 academic institutions, and over 35,000 nonprofit organizations around the world are already using AWS to address a diverse set of use cases. In addition, 96 percent of R1 Research Institutions are using AWS, and 19 of the top 20 most well-funded U.S. Education Technology startups are using AWS.

What makes AWS a leader for Internet of Things (IoT) for smart cities and digital government?

AWS has been named a leader in worldwide applications platforms for smart cities according to the [IDC MarketScape: Worldwide IoT Applications Platforms for Smart Cities 2019–2020 Vendor Assessment \(doc # US43580918, January 2020\)](#). The report assessed the market landscape on IoT applications platforms for enabling smart cities.

According to the IDC MarketScape report, “Given the breadth of solutions and products offered and the interoperability with third-party developers and apps, AWS is a powerful platform for cities capable of handling this rapid pace of innovation and needed custom development work, and AWS offers relative ease for communities to scale for additional functionalities after initial deployment.”

1.2 What You Can Do with AWS

With AWS, you can programmatically provision, monitor, and automate all the components of your cloud environment. AWS offers more than 175 fully featured services, including compute, storage, databases, networking, analytics, machine learning and artificial intelligence, IoT, mobile, security, hybrid, virtual and augmented reality, media, and application development, deployment, and management—all of which are listed at [AWS Cloud Products](#). This makes it faster, easier, and more cost effective to move your existing applications to the cloud and build nearly anything you can imagine.

AWS offerings can be developed and managed by a range of [programming languages](#), [governance tools](#), networking services, and application augmentation services that integrate with other AWS Cloud services. These supporting components have multiple interfaces to AWS application programming interface (API)-based services, including software development kits (SDKs), integrated development environment (IDE) toolkits, and command line tools. AWS tools and features enable you to maintain consistent controls without restricting development velocity.

The following are some of the inventive ways in which the state and local government and educational institutions can use AWS.

1.2.1 State and Local Government

- [Health and human services \(HHS\)](#) agencies can use [big data analytics](#) and [machine learning](#) on AWS to leverage the information they already have to make well-informed, more confident decisions by building connections that may have otherwise gone unnoticed.
- [Justice and public safety](#) customers can use AWS to help them tackle public safety data needs like records management systems, body worn camera solutions, and next generation 911 technology.
- [Digital government](#) solutions on AWS can span open data initiatives, traffic analysis, citizen service improvements, and IoT-based smart city projects, such as early flood warning systems, predictive analytics for road maintenance, and efficient trash pickup.
- [Elections](#) administrators, political campaigns, and civic organizations can leverage AWS to provide underlying elections infrastructure in a secure, cost-effective, and scalable way.
- Local governments can create [data lakes](#) to connect disparate [homeless management information system](#) data, potentially revealing patterns that can help care providers rapidly create and tune interventions to the unique needs of groups experiencing homelessness.
- AWS offers a business continuity solution called [CloudEndure Disaster Recovery](#) that minimizes downtime and data loss by providing fast, reliable, cloud-based disaster recovery. The solution continuously replicates applications from physical, virtual, or cloud-based infrastructure to a low-cost staging area that is automatically provisioned in any target AWS Region of choice.

1.2.2 Support for Remote Work and Learning

- Government agencies and educational institutions can quickly set up a cloud-based contact center with [Amazon Connect](#) for IT helpdesks and other departments needing to provide inbound and outbound support.
- If you need to deliver personal cloud desktops to support remote work scenarios, you can use [Amazon WorkSpaces](#) to provision either Windows or Linux desktops in just a few minutes and quickly scale to provide thousands of desktops to users, anywhere.
- If you need to virtualize computer lab spaces to support online distance learning, you can centrally manage desktops and applications on [Amazon AppStream 2.0](#) and securely deliver them to any computer using a web browser.

1.2.3 Education

- [K12 and Primary Education](#) can use AWS for data center migration, student data and analytics, and streamlining district IT operations, among other use cases.
- [Higher Education Institutions](#) can support on-demand campus-wide IT management, easily deploy big data solutions, reduce their overall IT costs, and accelerate their research timelines by focusing on science rather than infrastructure.
- Join [AWS Educate](#) to access online learning modules for cloud computing to your students and virtual cloud labs to your faculty at no cost.
- [EdTechs](#) can use AWS to build and launch solutions that help students learn, with the flexibility and agility needed to experiment.

1.3 Resources for Supporting Customers during COVID-19

AWS provides highly scalable and reliable infrastructure capacity, technical support, and AWS Cloud services to help customers with their research, remote work and learning, and other solutions to address their needs and the effects this is having on communities and businesses. The following are resources that may be helpful to you as you support customers during the pandemic:

AWS-Wide Resources:

- [AWS Initiatives and Response to COVID-19](#)

Healthcare Resources:

- [Getting Started with a Healthcare Data Lake](#)
- [Using Machine Learning to Support Healthcare during a Pandemic](#)
- [Building Multilingual SMS Chatbot Campaigns to Support COVID-19 Patients Remotely](#)

Local Government:

- [Using the Cloud to Help Labor, Workforce, and Human Services Agencies Cope with Increased Demand for Services](#)
- [Optimizing your Call Center to Improve Citizen Services with the Cloud](#)

- [Mission: Addressing Food Insecurity](#)
- [How to Use AWS Tools to Build a Data-Driven Return-to-Work Strategy](#)

Education and Research:

- [How to Build a Chatbot for your School in Less than an Hour](#)
- [Resources for Researchers and Institutions to Work Remotely](#)
- [Advice and Resources for Transitioning to Remote Learning, from the AWS Educate Community](#)

2.0 Benefits of Working with the AWS Partner Network (APN)

Amazon Web Services (AWS) recommends the [AWS Partner Network](#) (APN) for managed services. APN provides an extensive community of partner companies that offer solutions in areas such as value-added software, developer tools, and consulting expertise to help deploy and manage mission-critical workloads in the AWS Cloud. The APN program provides technical, business, and marketing support for this growing partner community.

- **APN Consulting Partners:** APN Consulting Partners are professional services firms that help customers design, architect, build, migrate, and manage workloads and applications on the AWS Cloud. APN Consulting Partners include System Integrators (SIs), strategic consultancies, agencies, Managed Service Providers (MSPs), and Value-Added Resellers (VARs).
- **APN Technology Partners:** In addition to consulting services, customers can work with APN Technology Partners that provide software solutions that are either hosted on, or integrated with, the AWS Cloud. APN Technology Partners include Independent Software Vendors (ISVs) and vendors for Software as a Service (SaaS), Platform as a Service (PaaS), developer tools, management, and security.

APN has tens of thousands of partners from all across the globe, including partners with solutions and experience in delivering government, education, and nonprofit customer missions around the world. AWS has added more than 35,000 new APN Partners since January 2016. More information on APN, along with a directory of AWS partners, can be found on the [AWS Partner Network](#) page.

2.1 Benefits of APN for Customers

Many of our customers work in tandem with APN Consulting Partners and APN Technology Partners in order to leverage their experience in areas such as value-added software, established business applications, developer tools, and consulting expertise. APN provides access to qualified partners that resell AWS Cloud services and/or provide technical services to design, architect, build, migrate, and manage workloads and applications on AWS.

APN Partners receive several benefits that distinguish them from other vendors and provide them with resources that assist their customers:

- APN Partners have access to training, service information, certifications, and other resources that help them to be experts in the AWS Cloud. These resources, often provided at a discount to qualifying partners, help APN Partners be more competent and confident in the solutions they offer to customers.
- APN Partners have a direct line of access to AWS corporate resources – such as business developers, engineers, Solutions Architects, and more – to help build and enhance solutions that work the best for their customers. This level of support is not normally available to vendors and companies that do not participate in APN.
- APN Partners can attain [AWS Competencies](#) based on their specialization in key AWS solution areas. Attainment of an AWS Competency, which requires meeting or exceeding several requirements and passing a rigorous third-party audit of capabilities, is a public indication of the APN Partner’s ability to excel in an area of expertise. The AWS Public Sector Partner Program includes partners with solutions and experience in delivering on a combination of government, education, and non-profit customer missions around the world.
- AWS offers the [Solution Provider Program](#) – designed for systems integrators, managed service providers, value-added resellers, and other public sector partners – to resell AWS Services as part of a differentiated solution. Under this program, Authorized Solution Providers manage, service, support, and bill AWS accounts for end customers.

The Solution Provider Program includes a tiered discount structure based on technical capabilities and success in driving a new business. It includes flexible contracting options to help meet unique end customer requirements, and it provides partners with multiple AWS Support models that align with most AWS partner practices.

Visit the [Engage with AWS Partners](#) page to learn more about customer success stories with APN Partners, learn more about APN Partner specialties, and search for APN Partners by service, industry, workload, or solution. The [APN Journal](#) page provides additional information on how APN Partners are helping customers achieve success in the AWS Cloud.

3.0 Benefits of Cloud Computing

Table 1 highlights the benefits of cloud computing, many of which are unique to the AWS Cloud.

Table 1– Benefits of the Cloud

Benefit of Cloud	Benefit to Customers
Access to more functionality	Cloud computing gives you access a to broad selection of services that make it easier, faster, and more cost-effective to migrate your existing apps to the cloud and build nearly anything you could imagine. AWS has developed the broadest

	collection of services available from any cloud provider. We have been continually expanding our services to support virtually any cloud workload, and we now have more than 200 services . Refer to the 2021 Magic Quadrant for Cloud Infrastructure and Platform Services for a third-party assessment of AWS's broad service offerings.
Scalable applications	Rather than sitting on expensive idle resources or dealing with limited capacity, with cloud computing you can access as much or as little as you need and scale up and down as required with only a few minutes' notice. You can also design your applications to automatically and rapidly scale resources (and costs) up or down based on the actual demands on the system.
Increased speed and agility	In a cloud computing environment, new IT resources are only a click away, which means you reduce the time it takes to make those resources available to your developers from weeks to just minutes . This results in a dramatic increase in agility for the organization, since the cost and time it takes to experiment and develop is significantly lower. You also have continual access to the newest resources and services to keep your organization on the leading edge.
Parallel fleets	Many customers need to create pre-production, beta, and testing fleets to ensure the quality of their application at each stage of the development lifecycle. These parallel fleets are not always used optimally: expensive hardware may sit unused for long periods of time. In the cloud, you can provision testing fleets as you need them and simulate user traffic during load testing. You can also use parallel fleets as a staging environment for a new production release, enabling quick switchover from current production to a new application version with little or no service outages.
Increased pace of innovation	Since our inception, AWS has been an innovator in defining cloud computing by working to get new products to customers quickly, then rapidly iterating and improving on those products based on customer feedback . Our continual innovation helps customers maintain state-of-the-art IT infrastructure without having to make recapitalization investments.
Massive economies of scale	AWS's global footprint, efficiencies from automation, and economies of scale allow us to pass savings to you on a continuous basis. We continually focus on reducing our data center hardware costs, improving our operational efficiencies, lowering our power consumption, and passing savings back to customers. As of March 15, 2021, we have reduced prices 107 times since AWS launched in 2006. Additionally, we provide multiple pricing options that can save you 90% from on-demand rates if you choose to pre-purchase capacity or make use of spare capacity.
Minimal downtime	Cloud computing allows you to easily deploy applications across the country (or even the world), providing higher availability, lower latency, and a better experience at minimal cost. Our infrastructure is designed for physical redundancy and provides resilience, enabling uninterrupted performance , even in the event of power outages, internet downtime, floods, and other natural disasters. AWS currently has 6 geographic Regions and 22 Availability Zones throughout the United States. Information on each Region can be found at AWS Global Infrastructure .
Security and compliance	AWS customers obtain greater security in the cloud than is available in traditional data centers. The AWS Cloud infrastructure has been designed and managed in alignment with many regulations, standards, and industry best practices, and AWS manages over 2,500 security controls . AWS is under a constant state of audit to comply with multiple risk management and compliance regimes, all of which are described on the AWS Compliance page . AWS also offers a suite of services to help you manage security and compliance, including access control, encryption, and threat detection.
Auditability	The message-based interoperability of web services allows customer configuration and use of AWS products to be uniformly logged, monitored, and audited. AWS

	CloudTrail , for example, allows you to log, continuously monitor, and retain account activity related to actions across your AWS infrastructure—making it easier for you to demonstrate compliance with policies or regulatory standards.
Focus on core competencies	The ultimate benefit of the cloud is that customers can spend less time on undifferentiated tasks and more time focusing on the core competencies that add value to their organizations.

4.0 Shared Responsibility Model

Because our customers build systems on top of AWS Cloud infrastructure, security and compliance responsibilities are shared between AWS and the customer. This [shared responsibility model](#) can help relieve customers’ operational burden as AWS operates, manages, and controls the components from the host operating system and virtualization layer down to the physical security of the facilities in which the service operates. Customers—and in some cases, our AWS Partner Network (APN) Partners who work with those customers—control how they architect and secure their applications and data put on the AWS Cloud. AWS provides a wide array of security and compliance services, and customers should carefully consider the services used, integration of those services into their IT environment, and applicable laws and regulations. AWS’s shared responsibility/security model is depicted in **Figure 1**.

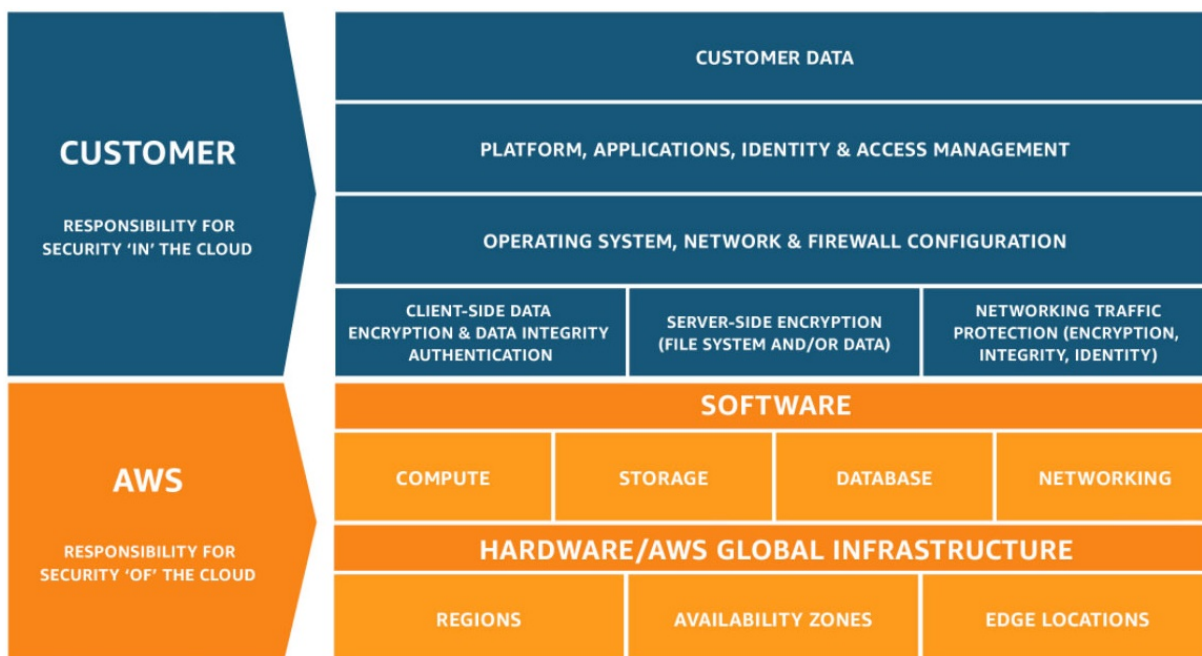


Figure 1 – AWS Shared Responsibility Model

This differentiation of responsibility is commonly referred to as security *of* the cloud versus security *in* the cloud.

- **AWS Responsibility (Security of the Cloud)** – AWS is responsible for protecting the infrastructure that runs all of the services offered on the AWS

Cloud. This infrastructure is composed of the hardware, software, networking, and facilities that run AWS Cloud services.

- **Customer/APN Partner Responsibility (Security in the Cloud)** – Customers/APN Partners assume responsibility and management of the guest operating system (including updates and security patches); other associated application software; configuration of the AWS-provided security group firewalls; and other security, change management, and logging features.

AWS's shared responsibility model is further explained on the [AWS Compliance](#) webpage.

4.1 Shared Controls for Security and Compliance

Some controls apply to both the infrastructure layer (AWS responsibility) and customer layers (customer/APN Partner responsibility), but in completely separate contexts or perspectives. In a shared control, AWS provides the requirements for the infrastructure, and the customer/APN Partner must provide their own control implementation within their use of AWS Cloud services. Examples of these shared controls include the following:

- **Patch Management** – AWS is responsible for patching and fixing flaws within the infrastructure, but customers/APN Partners are responsible for patching their guest operating systems and applications.
- **Configuration Management** – AWS maintains the configuration of its infrastructure devices, but customers/APN Partners are responsible for configuring their own guest operating systems, databases, and applications.
- **Awareness and Training** – AWS trains AWS employees, but customer/APN Partners must train their own employees.

For example, services such as [Amazon Elastic Compute Cloud \(Amazon EC2\)](#), [Amazon Virtual Private Cloud \(Amazon VPC\)](#), and [Amazon Simple Storage Service \(Amazon S3\)](#) are categorized as infrastructure as a service (IaaS) and, as such, require the customer to perform all of the necessary security configuration and management tasks. If a customer deploys an Amazon EC2 instance, they are responsible for management of the guest operating system (including updates and security patches), any application software or utilities installed by the customer on the instances, and the configuration of the AWS-provided firewall (called a security group) on each instance.

4.2 Data Privacy and Ownership

As a customer, you maintain ownership of your content, and you select which AWS Cloud services can process, store, and host your content. We do not access or use your content for any purpose without your consent. AWS gives you ownership and control over your content through simple, powerful tools that allow you to determine where your content will be stored, secure your content in transit and at rest, and manage your access to AWS Cloud services and resources for your users. We also implement responsible and sophisticated technical and physical controls that are designed to prevent unauthorized access to or disclosure of your content.

Four basic guidelines of data privacy and ownership on AWS include the following:

- **Access** – As a customer, you manage access to your content and user access to AWS Cloud services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (such as [AWS CloudTrail](#)). We do not access or use your content for any purpose without your consent. Customer virtual instances are solely controlled by the customer who has full root access or administrative control over accounts, services, and applications. AWS personnel do not have the ability to log into customer instances. We never use your content or derive information from it for marketing or advertising.
- **Geographical Location of Data** – You choose the AWS Region(s) in which your content is stored. We do not move or replicate your content outside of your chosen AWS Region(s) without your consent, except as legally required and as necessary to maintain the AWS Cloud services.
- **Security** – You choose how your content is secured, including via tokenization, data decomposition, cyber detection, and encryption. We have developed a security assurance program that uses best practices for global privacy and data protection to help you operate securely within AWS, and to make the best use of our security control environment. These security protections and control processes are independently validated by multiple third-party independent assessments. We also offer you strong encryption for your content in transit and at rest, and we provide you with the option to manage your own encryption keys.
- **Disclosure of Customer Content** – We do not disclose customer content unless we're required to do so to comply with the law, or with a valid and binding order of a governmental or regulatory body. Unless we are prohibited from doing so or there is clear indication of illegal conduct in connection with the use of Amazon products or services, Amazon notifies customers before disclosing customer content so they can seek protection from disclosure. Additional information can be found in our latest transparency report and our [Amazon Law Enforcement Guidelines](#).

4.3 Customer Control of Data Residency

Some customers mandate [data residency](#)—the requirement that all customer content processed and stored in an IT system remain within specific geographical borders. However, regardless of the physical location, if IT systems are in any way connected to the internet (or other multi-party networks)—even indirectly—they are at considerable risk. In fact, most vulnerabilities are exploited remotely. In addition, manual processes present risk for human error, and insider threats prevail as a significant risk regardless of the data's physical location. Real world examples have shown that storing data on your own servers, in your own datacenter, in your own country, is by no means an adequate basis for securing your data.

AWS data centers are secure by design based on our physical and environmental [controls](#). Both Gartner and IDC concluded that the security posture of major cloud service providers (CSPs) is equal to or better than the best enterprise data centers, and

that security should no longer be considered a primary inhibitor to the adoption of public cloud services. In fact, customers actually benefit from the security native in the cloud.

Although data residency does not inherently mean stronger security, it is possible for customers to adhere to these regulations on AWS. Customers own their data and choose the Region(s) in which they store their data. AWS does not access customer data without their consent, and their data does not move unless the customer decides to move it. It is therefore possible for a customer to benefit from our inherited physical and environmental controls while still keeping their data within the United States. In addition, customers can build [hybrid cloud architectures](#) that integrate their on-premises and cloud operations for use cases such as data center extension and edge computing. Read more in our [Data Residency](#) policy perspectives whitepaper and [Hybrid Cloud with AWS](#) page.

5.0 Services Overview

AWS has been continually expanding its services to support virtually any cloud workload. We now have more than 200 fully featured services, with several highlighted in the following subsections and depicted in **Figure 2**. In addition, our [AWS Documentation](#) page provides user guides, developer guides, API references, and tutorials to help our customers and APN Partners get started on AWS and learn more about each of our services. You can also watch videos or read through AWS reference architectures and architecture whitepapers at [AWS Architecture Center](#). Further, you can visit the AWS [This is My Architecture](#) web page for innovative cloud architectures from customers and APN Partners.



Amazon Web Services Partner Package – US State and Local Government, and Education

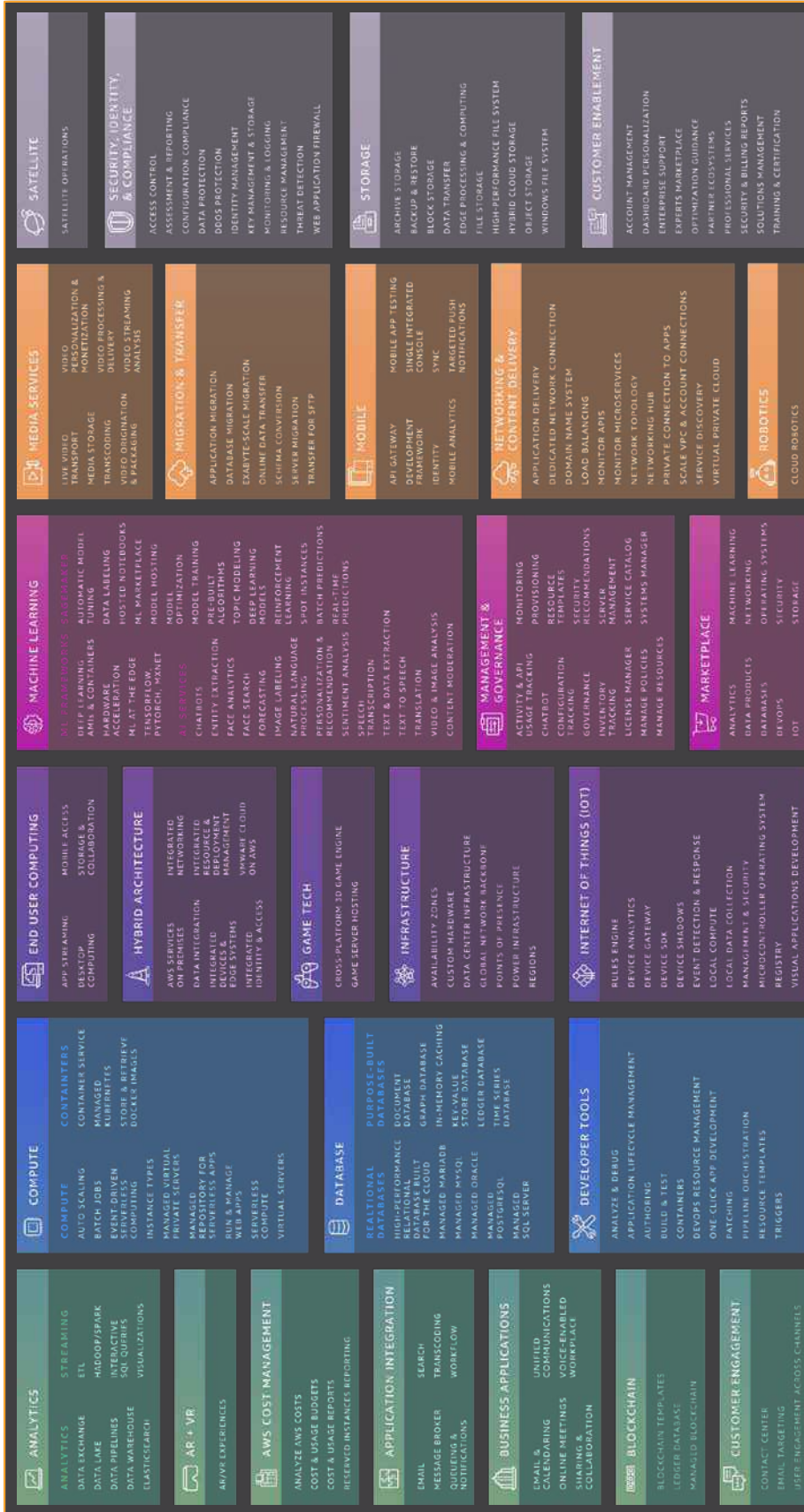


Figure 2 – AWS Depth and Breadth of Services

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this document.

5.1 Compute Services

AWS offers a comprehensive portfolio of [compute services](#), allowing you to develop, deploy, run, and scale your applications and workloads. Our compute services range from virtual machines and servers with [Amazon EC2](#) and [Amazon Lightsail](#), to containers with [Amazon Elastic Container Service \(Amazon ECS\)](#) and [AWS Fargate](#), to serverless with [AWS Lambda](#), and more.

Did you know?

80% of all containerized applications running in the cloud run on AWS.

5.2 Storage Services

AWS offers a complete range of [cloud storage services](#) to support both application and archival compliance requirements. Select from object, file, and block storage services—like [Amazon S3](#), [Amazon Elastic File System \(Amazon EFS\)](#), [Amazon FSx](#), and [Amazon Elastic Block Store \(Amazon EBS\)](#)—and archive, backup, and hybrid storage—like [Amazon S3 Glacier](#), [AWS Backup](#), and [AWS Storage Gateway](#).

Did you know?

- Amazon S3 is designed for 99.999999999% (11 9's) of durability, and stores data for millions of applications for companies all around the world.

5.3 Database Services

AWS offers fully managed [database services](#) such as relational databases for transactional applications ([Amazon Aurora](#) and [Amazon Relational Database Service \[Amazon RDS\]](#)), non-relational databases for internet-scale applications ([Amazon DynamoDB](#)), a data warehouse for analytics ([Amazon Redshift](#)), an in-memory data store for caching and real-time workloads ([Amazon ElastiCache](#)), a graph database for building applications with highly connected data ([Amazon Neptune](#)), a time series database for measuring changes over time ([Amazon Timestream](#)), a document database ([Amazon DocumentDB](#)), a wide column store ([Amazon Managed Apache Cassandra Service](#)), and a ledger database to maintain a complete and verifiable record of transactions ([Amazon Quantum Ledger Database \[Amazon QLDB\]](#)).

Did you know?

- On September 30, 2019, Amazon's Consumer business turned off its final Oracle database after migrating nearly 7,500 databases and 75 petabytes of data across hundreds of items to AWS database services.
- Amazon Aurora is the fastest growing service in the history of AWS. Tens of thousands of AWS customers use Amazon Aurora for their relational databases.

5.4 Analytics Services

Each analytic service AWS provides is purpose-built for a wide range of analytics use cases such as interactive analysis ([Amazon Athena](#)), big data processing using Apache Spark and Hadoop ([Amazon EMR](#)), data warehousing ([Amazon Redshift](#)), real-time analytics ([Amazon Kinesis](#)), operational analytics ([Amazon OpenSearch Service](#)), data

catalog ([AWS Glue](#)), integrated data lake service ([AWS Lake Formation](#)), dashboards and visualizations ([Amazon QuickSight](#)), and more.

Did you know?

AWS hosts more than 10,000 of data lakes.

5.5 Networking and Content Delivery Services

AWS [networking and content delivery services](#) enable you to isolate your cloud infrastructure with [Amazon VPC](#), scale your request handling capacity with [Elastic Load Balancing](#), and connect your physical network to your private virtual network with [AWS Direct Connect](#). We also offer a secure global content delivery network (CDN) with [Amazon CloudFront](#) and a scalable cloud Domain Name Service (DNS) with [Amazon Route 53](#).

To build a network for microservices architectures, AWS enables customers to application-level networking for containers and microservices ([AWS App Mesh](#)), create, maintain, and secure APIs at any scale ([Amazon API Gateway](#)), and discover AWS Cloud services connected to your applications ([AWS Cloud Map](#)).

5.6 Migration and Transfer Services

Whether you are migrating a server, database, or raw data into the AWS Cloud, AWS offers a suite of tools to help you with your migration. [AWS Database Migration Service \(DMS\)](#) helps you migrate databases while the source database remains fully operational. The [AWS Snow Family](#) of devices helps you to physically transport up to exabytes of data into and out of the AWS Cloud. To help track your migration, [AWS Migration Hub](#) provides a single location to track the progress of application migrations across multiple AWS solutions. In addition, [AWS Application Discovery Service](#) helps you plan migration projects by gathering information about your on-premises data centers. [Migration Evaluator](#) delivers accurate data-driven recommendations to right-size and right-cost compute. [AWS Application Migration Service \(AWS MGN\)](#) allows you to quickly realize the benefits of migrating applications to the cloud without changes and with minimal downtime.

Did you know?

More than 450,000 databases have been migrated using AWS DMS.

5.7 Management and Governance Services

AWS provides a set of [management tools](#) that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. AWS provides four kinds of management tools that work together and are integrated with the AWS platform. These tools include provisioning tools such as [AWS Control Tower](#) and [AWS CloudFormation](#), operations management tools such as [AWS Systems Manager](#), monitoring and logging tools such as [Amazon CloudWatch](#), configuration management services such as [AWS Config](#) and [AWS OpsWorks](#), monitoring and auditing tools such as [Amazon CloudWatch](#) and [AWS CloudTrail](#), and more.

Did you know?

- Amazon CloudWatch monitors more than 1 quadrillion (or 1000 trillion) metric observations per month, with over 1 million customers using the service weekly.

5.8 Security, Identity, and Compliance Services

AWS provides [security tools and services](#) that can help you every step of the way to ensure understanding of and transition to a secure cloud, from encryption with [AWS Key Management Service \(KMS\)](#) to threat detection with [Amazon GuardDuty](#) to Distributed Denial of Service (DDoS) protection with [AWS Shield](#). [AWS Identity and Access Management \(IAM\)](#) allows customers to have granular control over access to your services. Furthermore, [Amazon Macie](#) can help you discover, classify, and protect your most sensitive data.

5.9 Developer Tools

The [AWS Developer Tools](#) is a set of services designed to enable developers and IT operations professionals practicing [DevOps](#) to rapidly and safely deliver software. Together, these services help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment.

5.10 Machine Learning and Artificial Intelligence Services

AWS offers pre-trained AI services for computer vision ([Amazon Rekognition](#)), language ([Amazon Polly](#), [Amazon Comprehend](#), [Amazon Textract](#), [Amazon Translate](#), [Amazon Transcribe](#), and [Amazon Lex](#)), recommendations ([Amazon Personalize](#)), and forecasting ([Amazon Forecast](#)), with several more in preview. AI services easily integrate with your applications to address common use cases such as personalized recommendations, modernizing your contact center, improving safety and security, and increasing customer engagement. In addition, [Amazon SageMaker](#) helps you to quickly build, train and deploy [machine learning](#) models at scale.

Amazon SageMaker removes the heavy lifting from each step of the machine learning process to make it easier to develop high quality models. SageMaker provides all of the components used for machine learning in a single toolset so models get to production faster with much less effort and at lower cost. SageMaker includes features specific to the various stages of ML model development and launch: Collect and Prepare, Build, Train and Tune, and Deploy.

Did you know?

Amazon SageMaker provides Managed Spot Training to help you to reduce training costs by up to 90%.

5.11 IoT Services

[AWS IoT](#) provides broad and deep functionality and brings together data management and rich analytics so that you can build IoT solutions for virtually any use case across a wide range of devices. Our device software ([FreeRTOS](#) and [AWS IoT Greengrass](#))

enables you to securely connect devices, gather data, and take intelligent actions locally—even when internet connectivity is not available. Our control services ([AWS IoT Core](#), [AWS IoT Device Defender](#), [AWS IoT Device Management](#), and [AWS IoT Things Graph](#)) allow you to control, manage, and secure large and diverse device fleets. Finally, our data services ([AWS IoT Analytics](#), [AWS IoT Events](#), and [AWS IoT SiteWise](#)) help you extract value from IoT data.

5.12 Mobile Services

AWS offers a suite of services for building and deploying mobile applications, including [AWS Amplify](#) for provisioning and managing backends for your mobile applications, [AWS Device Farm](#) for app testing, and [Amazon Pinpoint](#) for customer engagement.

5.13 Call Center Services

[Amazon Connect](#) provides a seamless omnichannel experience through a single unified contact center for voice and chat.

5.14 Hybrid Services

AWS offers [hybrid](#) cloud services that can help you integrate a mix of cloud, on-premises data centers, and edge locations. [VMware Cloud on AWS](#) is an integrated cloud offering jointly developed by AWS and VMware that allows organizations to seamlessly migrate and extend their on-premises VMware vSphere-based environments to the AWS Cloud. [AWS Outposts](#) is a hybrid cloud solution that brings the AWS infrastructure, services, APIs, management tools, and support to virtually any data center, co-location space, or on-premises facility.

5.15 AWS Marketplace

[AWS Marketplace](#) is an online store that helps customers find, buy, and immediately start using the software and services they need to build products and run their businesses. More than 310,000 active customers are using software from AWS Marketplace, which offers 50 categories from more than 1,600 independent software vendors.

5.16 Other Services

In addition to the types of services listed above, AWS also offers [services](#) for application integration, desktop apps, blockchain, quantum technologies, media streaming, satellite, robotics, AR/VR, game development, and more.

6.0 AWS Cloud Infrastructure

Our AWS Cloud infrastructure allows customers to build solutions that are more highly available, fault tolerant, and scalable than would be possible with a single data center. This is because the AWS Cloud infrastructure is built around Regions and Availability Zones. A Region is a physical location in the world where we have multiple Availability

Zones. Availability Zones consist of one or more discrete data centers, each with redundant power, networking, and connectivity and housed in separate facilities.

AWS currently has 6 Regions and 22 Availability Zones in the United States (see **Figure 3**). Information on each Region can be found at the [AWS Global Infrastructure](#) page. The AWS products and services that are available in each region are listed at the [AWS Regional Services](#) webpage.

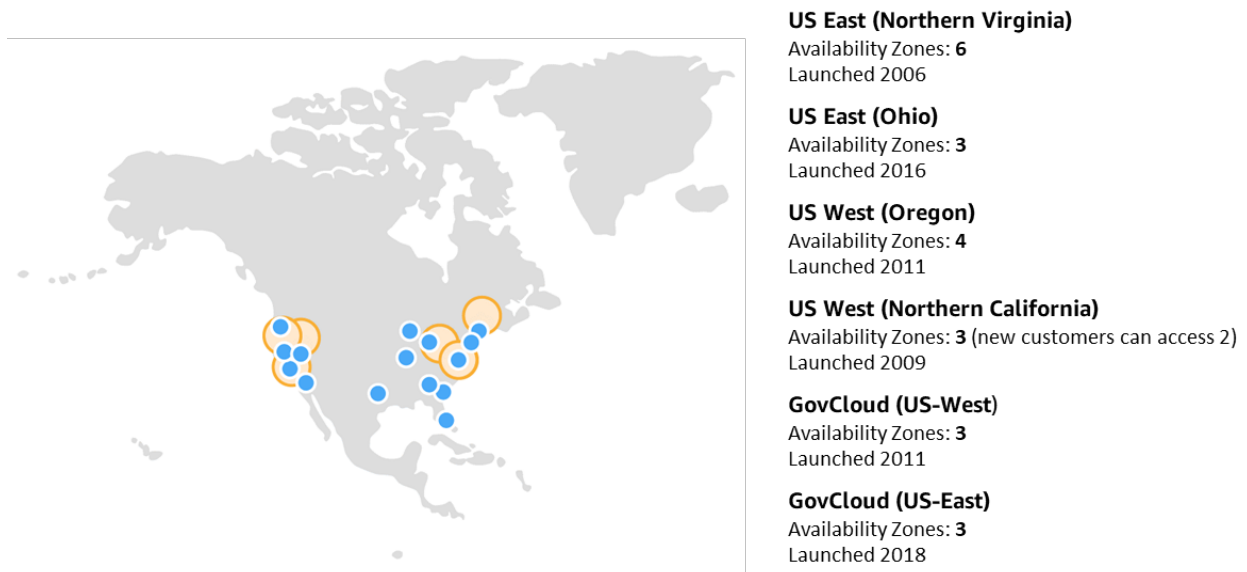


Figure 3 – Map of AWS Regions and Availability Zones in the US

Figure 4 illustrates the relationship between regions and Availability Zones.

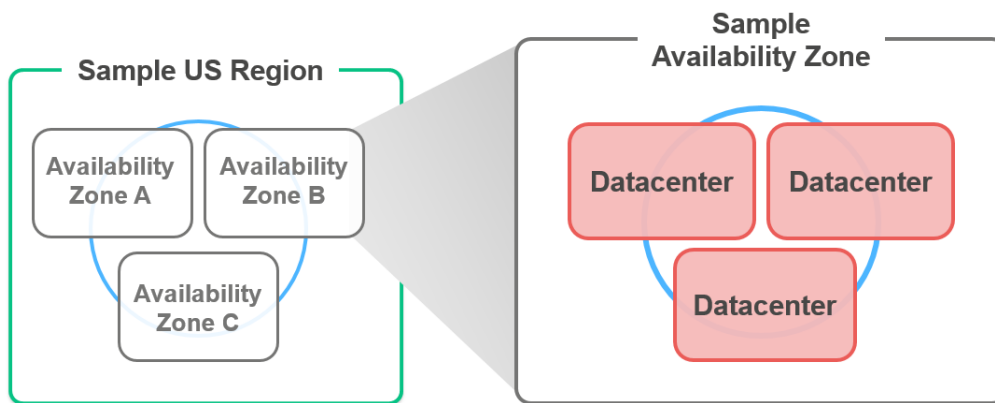


Figure 4 – Regions and Availability Zones

6.1 Data Center Physical Location

AWS does not disclose the exact location of data centers and does not allow data center access to customers, as this exposes a wide range of customers to physical access of a third party. To meet this customer need, an independent and competent

auditor validates the presence and operation of controls as part of our System and Organization Controls (SOC 1) Type 2 report. This broadly accepted third-party validation provides customers with the independent perspective of the effectiveness of controls in place. AWS customers that have signed a non-disclosure agreement (NDA) with AWS may request a copy of the SOC 1 Type 2 report.

6.2 Data Center Audits

Instead of allowing customers to perform physical audits, AWS has an independent third party perform audits of its data centers. These audits are conducted in accordance with the Federal Risk and Authorization Management Program (FedRAMP), American Institute of Certified Public Accountants (AICPA): AT 801 (formerly Statement on Standards for Attestation Engagements [SSAE] 16), and International Standards for Assurance Engagements (ISAE) 3402 professional standards.

The auditors produce a SOC 1 Type 2 report in connection with the audit. Independent reviews of data center physical security are also part of an International Organization for Standardization (ISO) 27001 audit, a Payment Card Industry (PCI) Data Security Standard (DSS) assessment, and an International Traffic in Arms Regulations (ITAR) audit.

Our rigorous attention to auditing provides peace of mind to our customers. Much as a customer trusts a bank based on reputation and regulation by the Federal Deposit Insurance Corporation (FDIC), our customers trust the independent third party audits described above. It is widely accepted that such accrediting organizations are competent and qualified to assure customer confidence and acceptance without a personal inspection and accreditation—or customers having to hire their own accreditor.

To help you fulfill your own audit and regulatory requirements, we detail our controls on our [website](#).

6.3 Data Center Virtual Tours

You can take a [virtual tour](#) of our data centers. The following provides a list of each data center layer with a link to a virtual tour for each one.

- **Perimeter Layer** – AWS data center physical security begins at the [Perimeter Layer](#). This layer includes a number of security features depending on the location, such as security guards, fencing, security feeds, intrusion detection technology, and other security measures.
- **Infrastructure Layer** – The [Infrastructure Layer](#) is the data center building and the equipment and systems that keep it running. Components like back-up power equipment, the HVAC system, and fire suppression equipment are all part of the Infrastructure Layer. These devices and systems help protect servers and ultimately your data.
- **Data Layer** – The [Data Layer](#) is the most critical point of protection because it is the only area that holds customer data. Protection begins by restricting access

and maintaining a separation of privilege for each layer. In addition, we deploy threat detection devices, video surveillance, and system protocols, further safeguarding this layer.

- **Environmental Layer** – The [Environmental Layer](#) is dedicated to environmental considerations from site selection and construction to operations and sustainability. AWS carefully chooses our data center locations to mitigate environmental risk such as flooding, extreme weather, and seismic activity.

6.4 Data Center Security

AWS's data centers are state of the art, using innovative architectural and engineering approaches. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS Cloud. The following subsections address some of our customers' frequently asked questions about our data center security.

- **Physical and Environmental Security** – AWS data centers are housed in nondescript facilities for anonymity. Physical access is strictly controlled at both the perimeter and at building ingress points by professional security staff using video surveillance, intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication a minimum of two times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff. AWS only provides data center access and information to employees and contractors who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or AWS. All physical access to data centers by AWS employees is logged and audited.
- **Fire Detection and Suppression** – Automatic fire detection and suppression equipment has been installed to reduce risk. The fire detection system utilizes smoke detection sensors in all data center environments, mechanical and electrical infrastructure spaces, chiller rooms and generator equipment rooms. These areas are protected by either wet-pipe, double-interlocked pre-action, or gaseous sprinkler systems.
- **Power** – The data center electrical power systems are designed to be fully redundant and maintainable without impact to operations 24 hours a day and seven days a week. Uninterruptible power supply (UPS) units provide backup power in the event of an electrical failure for critical and essential loads in the facility. Data centers use generators to provide backup power for the entire facility.
- **Climate and Temperature** – Climate control is required to maintain a constant operating temperature for servers and other hardware, which prevents overheating and reduces the possibility of service outages. Data centers are conditioned to maintain atmospheric conditions at optimal levels. Personnel and systems monitor and control temperature and humidity at appropriate levels.
- **Physical Plant Management** – AWS monitors electrical, mechanical, and life support systems and equipment so that any issues are immediately identified.

Preventative maintenance is performed to maintain the continued operability of equipment.

- **Storage Device Decommissioning** – As part of AWS’s storage decommissioning process, when a storage device has reached the end of its useful life, AWS procedures include a decommissioning process that is designed to prevent customer data from being exposed to unauthorized individuals. AWS uses the techniques detailed in National Institute of Standards and Technology (NIST) 800-88 (Guidelines for Media Sanitization) as part of the decommissioning process.

AWS will provide the SOC 1 Type 2 report to customers under NDA. The [AWS Security Center](#) provides up-to-date information on AWS audits by independent third-party auditors.

7.0 Automatically Scaling your Resources

To be confident that your infrastructure can handle a spike in traffic, you can use AWS Auto Scaling and Elastic Load Balancing to automatically scale your AWS cloud-based resources up to meet unexpected demand, and then scale those resources down as demand decreases. While AWS Auto Scaling adjusts capacity for multiple resources, Elastic Load Balancing distributes incoming application traffic across targets such as Amazon EC2 instances and containers.

7.1 Scaling

[AWS Auto Scaling](#) monitors your applications and automatically adjusts capacity to maintain steady, predictable performance at the lowest possible cost. The service provides a user interface that lets you build scaling plans for resources including [Amazon EC2](#) instances and Spot Fleets, [Amazon ECS](#) tasks, [Amazon DynamoDB](#) tables and indexes, and [Amazon Aurora](#) Replicas.

Auto Scaling maintains the number of instances that you specify by performing periodic health checks on the instances in the group. If an instance becomes unhealthy, the group terminates the unhealthy instance and launches another instance to replace it.

Auto Scaling policies can be used to automatically increase or decrease the number of running Amazon EC2 instances in a group of servers to meet changing conditions. When the scaling policy is in effect, the Auto Scaling group adjusts the desired capacity of the group and launches or terminates the instances as needed, either dynamically or on a schedule if there is a known and predictable ebb and flow of traffic.

7.2 Load Balancing

[Elastic Load Balancing](#) automatically distributes incoming application traffic across multiple targets, such as Amazon EC2 instances, containers, IP addresses, and AWS Lambda functions. It can handle the varying load of your application traffic in a single Availability Zone or across multiple Availability Zones. When combined with Auto Scaling,

the number of healthy nodes is automatically rebalanced with the other Availability Zones, and no manual intervention is required.

Elastic Load Balancing offers three types of load balancers that all feature the high availability, automatic scaling, and robust security necessary to make your applications fault tolerant:

- **Application Load Balancer** – Best suited for load balancing of HTTP and HTTPS traffic
- **Network Load Balancer** – Best suited for load balancing of Transmission Control Protocol (TCP) traffic where extreme performance is required
- **Classic Load Balancer** – Best suited for applications that were built within the Amazon EC2-Classic network

7.3 Monitoring and Alarms

Customers can use [Amazon CloudWatch](#) to collect and track metrics, collect and monitor log files, and set alarms. Customers can architect their solutions so that Amazon CloudWatch's metrics and alarms can work together with Auto Scaling and Elastic Load Balancing to dynamically deploy new instances on-demand, as depicted in **Figure 5**. This type of automation takes some of the administrative burden off of the customer and allows the infrastructure to manage itself on-the-fly.

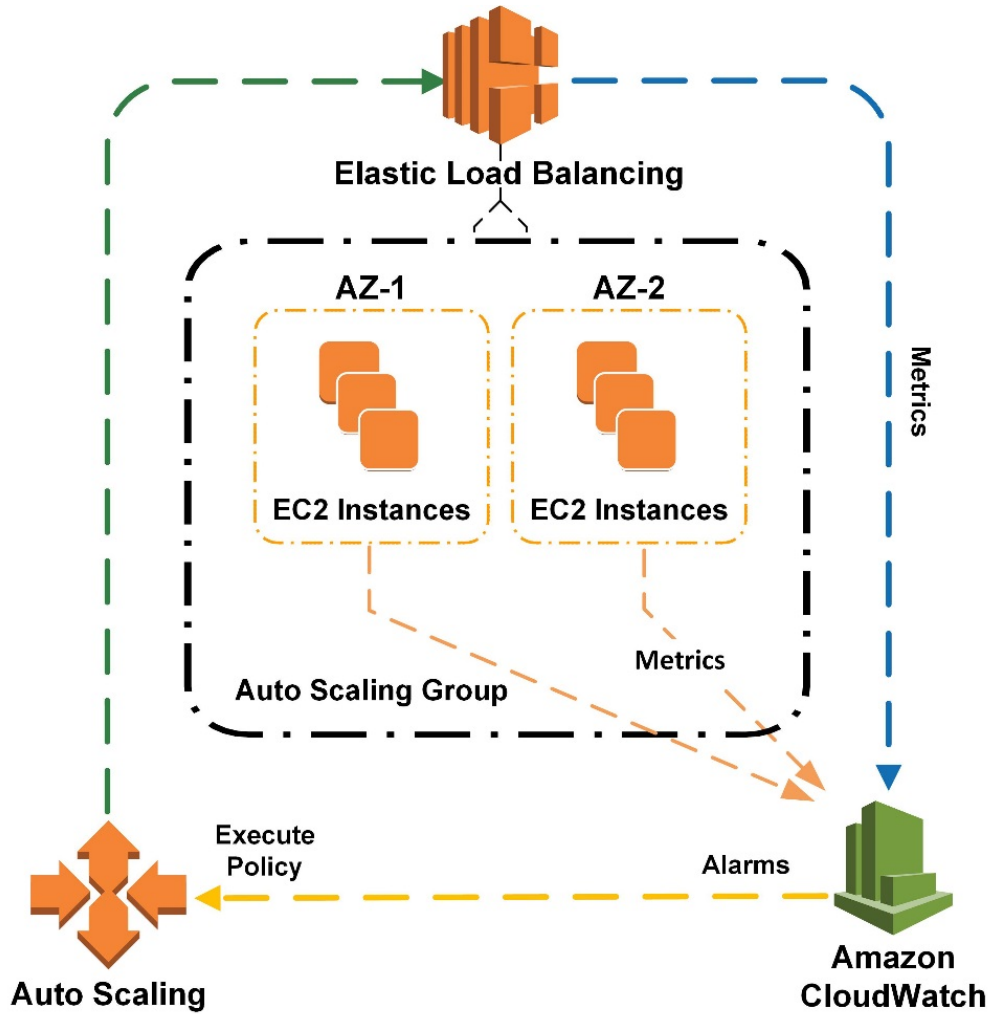


Figure 5 – Auto Scaling with Elastic Load Balancing and Amazon CloudWatch alarms

8.0 Architecting for High Availability and Reliability

Availability and reliability are shared responsibilities between AWS and the APN Partner/customer. AWS is responsible for ensuring that our services are continuously available and that we are prepared to handle a wide range of events that could affect our infrastructure. You are responsible for designing, deploying, and testing your applications on AWS to achieve the availability and resiliency you need, including for mission-critical applications that require almost no downtime. The following subsections further detail AWS and customer responsibilities for availability and reliability.

8.1 AWS Responsibility: Data Center Availability and Reliability

AWS builds to guard against outages and incidents, and we account for them in the design of our services—so when disruptions do occur, their impact on customers and the continuity of services is as minimal as possible.

To minimize disruptions, AWS employs compartmentalization. We have multiple constructs that provide different levels of independent, redundant components. For example, our Regions are isolated from each other, meaning that a disruption in one Region does not result in disruption in other Regions. Our Availability Zones are physically separated and isolated, and they are built with highly redundant networking to withstand local disruptions. AWS also leverages a concept known as cell-based architecture, by which resources and requests are partitioned into “cells” that are designed to be independent of each other. This design minimizes the chance that a disruption in one cell—for example, one subset of customers—would disrupt other cells.

Additionally, although the likelihood of large-scale incidents is very low, AWS is prepared to manage them should they occur. We maintain a series of incident response plans covering both common and uncommon events, and we update them regularly to incorporate lessons learned and prepare for emerging threats.

8.2 Customer Responsibility: Designing for Availability and Reliability

While AWS goes to great lengths to provide availability and reliability *of* the cloud, our customers share responsibility for ensuring availability and reliability *within* the cloud. Some best practices we recommend for building highly resilient systems on the AWS Cloud include the following:

- **Design for Failure** – It is best practice to architect across multiple AZs in the same Region to achieve extremely high Recovery Time Objectives (RTOs), Recovery Point Objectives (RPOs), and service availability. For mission-critical applications, it is best practice to architect across Regions to handle the rare case of an entire Region failing—perhaps as a result of a major physical attack.
- **Automate Failover and Recovery** – You can use [AWS Auto Scaling](#) to monitor your applications and automatically adjust capacity to maintain the optimal level to satisfy demand without over- or under-provisioning. You can also use [AWS](#)

[Personal Health Dashboard](#), which provides alerts and remediation guidance when AWS is experiencing events that may impact you. AWS Personal Health Dashboard can integrate with [Amazon CloudWatch](#) Events, enabling you to build custom rules and select targets such as AWS Lambda functions to define automated remediation actions.

- **Test your Recovery Procedures** – You can use a test environment to simulate different failures or to recreate scenarios that led to failures before. This exposes failure pathways that you can test and fix before a real failure scenario, reducing the risk of components that have not been tested before failing.

8.3 Service Level Agreements

AWS provides Service Level Agreements (SLAs) that apply to customer use of specific services. Due to the rapidly evolving nature of AWS Cloud service offerings, our SLAs are best reviewed directly on our website [here](#).

8.4 Resources and Reference Architecture

[Building Fault-Tolerant Applications on AWS](#) is a great introduction to achieving high availability in the cloud. In addition, the [AWS Well-Architected Framework](#) codifies the experiences of thousands of customers, helping customers assess and improve their cloud-based architectures and mitigate disruptions. Our [Reliability Pillar](#) whitepaper provides guidance to help you apply best practices to achieve reliability.

In addition, the [AWS Architecture Center](#) is designed to provide customers with the necessary guidance and application architecture best practices to build highly scalable and reliable applications in the AWS Cloud. These resources provide architectural guidance for design and implementation of systems that run on the AWS infrastructure.

Figure 6 provides a reference architecture for fault tolerance and high availability.

FAULT TOLERANCE & HIGH AVAILABILITY

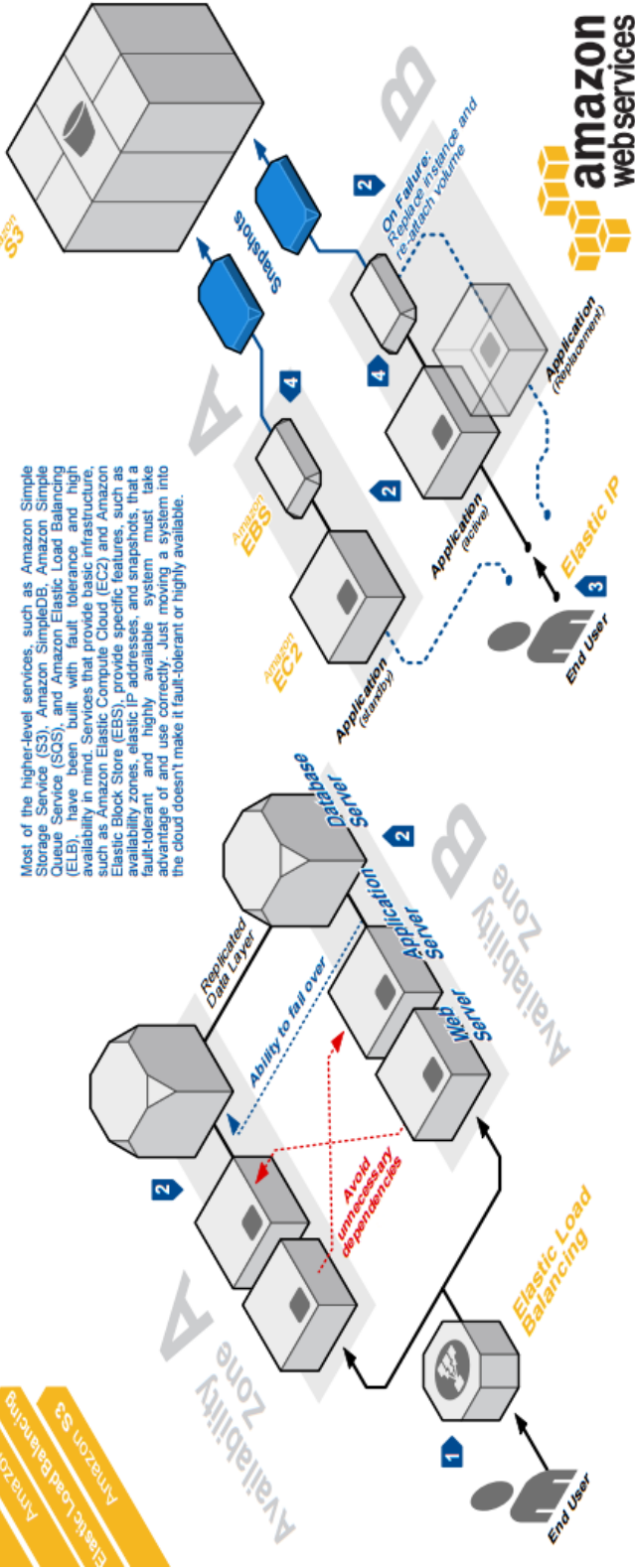
- Amazon S3
- Amazon EC2
- Amazon EBS
- Elastic Load Balancing
- Amazon S3
- Elastic Load Balancing
- Amazon EC2
- Amazon EBS

Amazon Web Services provides services and infrastructure to build reliable, fault-tolerant, and highly available systems in the cloud. These qualities have been designed into our services both by handling such aspects without any special action by you and by providing features that must be used explicitly and correctly.

Amazon EC2 provides infrastructure building blocks that, by themselves, may not be fault-tolerant. Hard drives may fail, power supplies may fail, and racks may fail. It is important to use combinations of the features presented in this document to achieve fault tolerance and high availability.

Fault Tolerance and High Availability of Amazon Web Services

Most of the higher-level services, such as Amazon Simple Storage Service (S3), Amazon SimpleDB, Amazon Simple Queue Service (SQS), and Amazon Elastic Load Balancing (ELB), have been built with fault tolerance and high availability in mind. Services that provide basic infrastructure, such as Amazon Elastic Compute Cloud (EC2) and Amazon Elastic Block Store (EBS), provide specific features, such as availability zones, elastic IP addresses, and snapshots, that a fault-tolerant and highly available system must take advantage of and use correctly. Just moving a system into the cloud doesn't make it fault-tolerant or highly available.



System Overview

- 1 Load balancing is an effective way to increase the availability of a system. Instances that fail can be replaced seamlessly behind the load balancer while other instances continue to operate. Elastic Load Balancing can be used to balance across instances in multiple availability zones of a region.
- 2 Availability zones (AZs) are distinct geographical locations that are engineered to be insulated from failures in other AZs. By placing Amazon EC2 instances in multiple AZs, an application can be protected from failure at a single location. It is important to run independent application stacks in more than one AZ, either in the same region or in another region, so that if one zone fails, the application in the other zone can continue to run. When you design such a

- 3 Elastic IP addresses are public IP addresses that can be programmatically mapped between instances within a region. They are associated with the AWS account and not with a specific instance or lifetime of an instance. Elastic IP addresses can be used to work around host or availability zone failures by quickly remapping the address to another running instance or a replacement instance that was just started. Reserved instances can help guarantee that such capacity is available in another zone.
- 4 Valuable data should never be stored only on instance storage without proper backups, replication, or the

ability to re-create the data. Amazon Elastic Block Store (EBS) offers persistent off-instance storage volumes that are about an order of magnitude more durable than on-instance storage. EBS volumes are automatically replicated within a single availability zone. To increase durability further, point-in-time snapshots can be created to store data on volumes in Amazon S3, which is then replicated to multiple AZs. While EBS volumes are tied to a specific AZ, snapshots are tied to the region. Using a snapshot, you can create new EBS volumes in any of the AZs of the same region. This is an effective way to deal with disk failures or other host-level issues, as well as with problems affecting an AZ. Snapshots are incremental, so it is advisable to hold on to recent snapshots.

Figure 6 – Fault Tolerant AWS Reference Architecture

9.0 Building Secure Solutions on AWS

AWS manages over 1,800 security controls to provide a secure environment for our customers. The AWS virtual infrastructure is designed to provide optimum availability while ensuring customer security, privacy, and segregation. AWS's highly secure data centers use state-of-the-art electronic surveillance and multi-factor access control systems and maintain strict, least-privileged-based access authorizations. Our environmental systems are designed to minimize the impact of disruptions to operations, and our multiple Regions and Availability Zones allow customers to remain resilient in the face of most failure modes. AWS Regions are connected to multiple internet service providers (ISPs) as well as to a private global network backbone, which provides lower cost and more consistent cross-region network latency when compared with the public internet.

Remember that security is a shared responsibility between AWS and the APN Partner/customer, as discussed in **Section 4.0**. While AWS is responsible for protecting the infrastructure that runs all of the services offered in the AWS Cloud, APN Partners/customers control how they architect and secure their applications and data on the AWS Cloud. In addition, AWS provides [security documentation](#) that shows you how to configure AWS services to meet your security and compliance objectives.

The following subsections provide further information on some of our most-inquired-about aspects of security. You can find more detail about security and responsibilities in our [Overview of Security Processes](#) whitepaper and [AWS Security Best Practices](#), and by visiting the [AWS Cloud Security](#) and [AWS Security Documentation](#) pages.

9.1 Granting and Managing Account Access

Identity and access management are key parts of an information security program, ensuring that only authorized and authenticated users are able to access your resources, and only in a manner that you intend. Using [AWS Identity and Access Management \(IAM\)](#), you can create and manage AWS users and groups, assign them security credentials (e.g., access keys, passwords, and multi-factor authentication [MFA] devices), and use permissions to allow and deny their access to AWS resources. You can also request temporary security credentials for users who only require short-term access.

9.1.1 IAM Users

An [IAM user](#) is an entity that you create in AWS. The IAM user represents the person or service who uses the IAM user to interact with AWS. A user in AWS consists of a name, a password to sign into the [AWS Management Console](#), and up to two access keys that can be used with the API or CLI.

When you create an IAM user, you grant it permissions either by making it a member of a group that has appropriate permission policies attached (recommended) or by directly attaching policies to the user. You can also clone the permissions of an existing IAM

user, which automatically makes the new user a member of the same groups and attaches all the same policies.

A root user is a single sign-in identity that has complete access to all AWS Cloud services and resources in the account. It is a security best practice to *not* use your root account because of its complete access. Instead, create individual users and grant them each the minimum amount of privilege necessary, which is known as least privilege. Note that all users have zero privileges by default. You can manage users' privilege by individual user or by groups.

9.1.2 IAM Groups

An [IAM user group](#) is a collection of IAM users. You can use groups to specify permissions for a collection of users, which can make those permissions easier to manage for those users. For example, you could have a group called Admins and give that group the types of permissions that administrators typically need. Any user in that group automatically has the permissions that are assigned to the group. Note that a group is not truly an identity because it cannot be identified as a Principal in a [resource-based or trust policy](#). It is only a way to attach policies to multiple users at one time.

9.1.3 IAM Roles

An IAM role is very similar to a user, in that it is an identity with permission policies that determine what the identity can and cannot do in AWS. However, a role does not have any credentials (password or access keys) associated with it. Instead of being uniquely associated with one person, a role is intended to be assumable by anyone who needs it. An IAM user can assume a role to temporarily take on different permissions for a specific task. A role can be assigned to a [federated user](#) who signs in by using an external identity provider instead of IAM. AWS uses details passed by the identity provider to determine which role is mapped to the federated user.

9.1.4 Identity Federation

With [federation](#), you can use single sign-on (SSO) to access your AWS accounts using credentials from your corporate directory. Federation uses open standards such as [Security Assertion Markup Language 2.0](#) (SAML) to exchange identity and security information between an identity provider and an application.

9.1.5 Setting Granular Permissions

Access control policies are attached to users, groups, and roles to assign permissions to AWS resources. By default, IAM users, groups, and roles have no permissions; users with sufficient permissions must use a policy to grant the desired permissions.

Using policies, you can specify several layers of permission granularity. First, you can define specific AWS service actions you wish to allow or explicitly deny access to. Second, depending on the action, you can define specific AWS resources the actions can be performed on. Third, you can define conditions to specify when the policy is in effect (for example, if [MFA](#) is enabled or not).

9.1.6 Temporary Security Credentials

You can use the [AWS Security Token Service \(AWS STS\)](#) to create and provide trusted users with temporary security credentials that can control access to your AWS resources. Temporary security credentials are short-term and are not stored with the user; rather, they are generated dynamically and provided to the user when requested.

9.2 Tools for Logical Separation

AWS Cloud services and features that provide logical separation are enough to meet most security requirements, despite legacy requirements for physical separation. Amazon VPC, for example, allows you to define and provision your own logically isolated section of the AWS Cloud. Amazon VPC provides a networking layer for Amazon EC2, a service that provides compute capacity within the AWS Cloud. Your VPC is logically separated from other virtual networks on the AWS Cloud, and it allows you to launch your resources into an IP address range that you determine.

Within your VPC, you can create subnets, each with an associated route table. You can configure these route tables to control network traffic. You can attach an internet gateway to your VPC, allowing your Amazon EC2 instances to communicate with the public internet. You can also create private subnets that only allow your Amazon EC2 instances to communicate with each other. Our [Amazon VPC User Guide](#) provides several example scenarios for building both public and private subnets.

In addition, AWS offers services like [VPC Peering](#), [AWS Transit Gateway](#), and [AWS PrivateLink](#), which allow your VPCs to communicate with each other and with your other services on the AWS Cloud both securely and privately.

9.3 Tools for Encryption

All AWS Cloud services that store customer data offer the ability to encrypt that data. By defining an encryption approach, you can provide protection for your content against unauthorized users and against unnecessary exposure to authorized users. The combination of [AWS Key Management Service \(KMS\)](#) and [AWS CloudHSM](#) is the centerpiece of a rigorous encryption solution.

AWS KMS helps you manage encryption keys and integrates with many AWS Cloud services. This service provides durable, secure, and redundant storage for your master keys. You can define your key aliases as well as key-level policies. The policies help you define key administrators as well as key users. For example, a secret management system can be the only system that has access to the master key that encrypts the secrets for storage.

AWS CloudHSM is a cloud-based hardware security module (HSM) that enables you to easily generate and use your own encryption keys on the AWS Cloud. It helps you meet corporate, contractual, and regulatory compliance requirements for data security by using Federal Information Processing Standard (FIPS) 140-2 Level 3 validated HSMs.

9.3.1 Protecting Data at Rest

Multiple AWS Cloud services provide built-in integration with AWS KMS to allow easy encryption of your data. [Amazon S3](#) allows you to encrypt content by selecting a KMS key on object upload. [Amazon EBS](#) allows you to choose a KMS key to encrypt a block storage volume or Amazon Machine Image (AMI) copy operation. [Amazon RDS](#) allows you to choose an encryption key for encrypting DB instance storage at rest (including backup snapshots).

You also have the option of implementing your own encryption-at-rest approach. For example, you can encrypt content before storing in an AWS Cloud service. Amazon S3 provides you the facility to upload an already encrypted object. It also provides the ability for you to upload an object along with an encryption key that's used in-memory to encrypt an object. To retrieve the object, you must supply the same key.

9.3.2 Protecting Data in Transit

When protecting your data in transit, selecting secure protocols that implement the latest in cryptography standards such as Transport Layer Security (TLS) is a common best practice. AWS Cloud services provide HTTPS endpoints using TLS for communication, thus providing encryption in transit when communicating with the AWS APIs. You have full control over your computing resources to implement encryption in transit across your services. Additionally, the [AWS Certificate Manager \(ACM\)](#) service provides you the ability to manage and deploy public and private certificates for your workloads. You can also leverage virtual private network (VPN) connectivity into your VPC or across your VPCs to facilitate encryption of traffic.

9.4 Automating your Security and Compliance

AWS offers a variety of security tools that you can use to secure the applications you build on the AWS Cloud, from AWS CloudTrail and AWS CloudWatch for logging and monitoring, to Amazon GuardDuty for threat detection, to AWS Shield for DDoS protection. Our [Security, Identity, and Compliance on AWS](#) page provides a more complete listing and details on the myriad services we offer. Customers can use these tools—and the tools of our APN Partners—to automate security.

9.5 Penetration Testing

AWS customers are responsible for all scanning, penetration testing, file integrity monitoring, and intrusion detection for their Amazon EC2 instances, Amazon RDS databases, and various other applications. (Refer to the [Penetration Testing](#) page for terms of service regarding penetration testing.) Penetration tests should include customer IP addresses and not AWS endpoints. AWS endpoints are tested as part of AWS compliance vulnerability scans.

9.6 Data Breaches

AWS and customers/APN Partners share responsibility for responding to data breaches, and AWS customers and APN Partners retain the responsibility to monitor

their own environment for privacy breaches. The [AWS SOC reports](#) provide an overview of the controls that are in place to monitor the AWS managed environment, and we recommend that you consider implementing the following best practices to protect against and detect security breaches:

- Use encryption to secure your data.
- Configure your AWS Cloud services to keep your data secure. AWS provides information on how to secure your resources in our [security documentation](#).
- Implement least privilege permissions for access to your resources and data.
- Use monitoring tools like Amazon CloudWatch to track when your data is accessed and by whom.
- Review AWS [Best Practices for Security, Identity, and Compliance](#) page for additional information on how to protect against and detect security breaches.

APN Partners/customers are responsible for reporting incidents involving customer storage, virtual machines, and applications (for more information, refer to our [Vulnerability Reporting](#) page). AWS maintains the [AWS Security Bulletins](#) webpage to notify customers of security and privacy events affecting AWS Cloud services. Customers can subscribe to the Security Bulletin RSS Feed to keep abreast of security announcements on the Security Bulletin webpage. The customer support team maintains a [Service Health Dashboard](#) webpage to alert customers to any broadly impacting availability issues.

9.7 Security for New AWS Software

AWS Cloud services in production are managed in a manner that preserves their confidentiality, integrity, and availability. AWS has implemented secure software development procedures that are followed to ensure appropriate security controls are incorporated into the application design. As part of the application design process, new applications must participate in an AWS Security review, including registering the application, initiating the application risk classification, participating in the architecture review and threat modeling, performing code review, and performing a penetration test.

10.0 AWS Training and Certification

[AWS Training & Certification](#) offers the cloud skills enablement resources that government entities need to modernize their agencies, create a culture of innovation, and attract, develop, and retain cloud talent. We help your staff build cloud computing capabilities and the confidence to solve complex challenges, better serve your constituents, and achieve your mission.

Our approach to workforce development embraces three building blocks that constitute this learning continuum: Learn, Explore, and Apply. Each phase can be customized to optimize the learning path for your organization's growth. We illustrate each of these phases in **Figure 7** below.

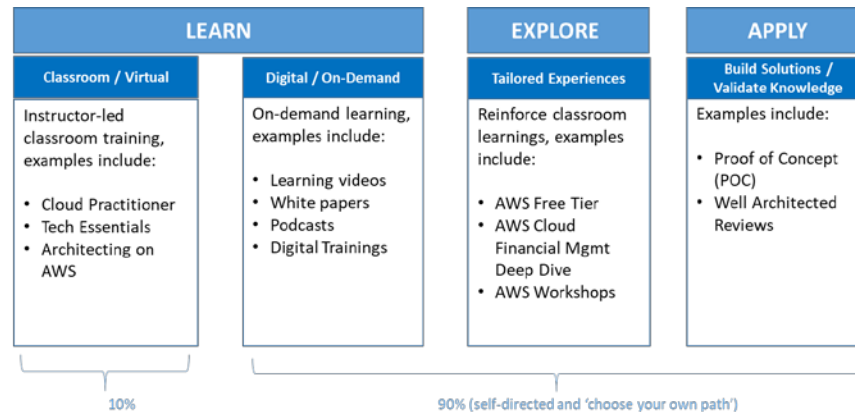


Figure 7 – Phases of Learning Continuum

AWS Training and Certification offers a no-cost self-assessment survey known as the Learning Needs Analysis (LNA), used to identify AWS skill gaps and recommends organizational and individual training plans to address these gaps. The result is faster AWS skills acquisition and optimization of training investments.

The LNA maximizes resources by ensuring investments in training are applied to the most relevant areas. The LNA is a two-step process:

1. **Complete the self-assessment survey.** Individuals in the organization complete a self-assessment, which measures cloud knowledge and skill across multiple functional areas. The survey takes approximately 10 minutes to complete.
2. **Review skills gaps and training plans.** AWS identifies skill gaps and generates training plans based on survey results.

Once you complete the LNA, AWS Training Experts, Specialists, and Solution Architects can customize training, workshops, and deep dives specialized for your industry. We then support delivery of our customized offerings both digitally and onsite. **Figure 8** below illustrates features of AWS Training and Certification delivery.

	Features	Recommended For
Onsite Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team in a single convenient location
	AWS instructor travels directly to you	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	
Virtual Private Training	Private training with an AWS instructor for your employees	Organizations looking to train a team spread out in several locations
	AWS instructor delivers training remotely to a group in any location	
	Typically scheduled 6 to 8 weeks in advance	
	Class size: approx. 10 to 20 people	

Figure 8 – Features of AWS Training and Certification Delivery

Benefits of AWS Training and Certification include:

- **Achieve your cloud adoption goals sooner:** Comprehensively trained organizations are faster to adopt cloud, compared to customers who did not have a comprehensive training program. This helps you bring your projects forward, getting to market faster, driving revenue faster, and helping you capitalize on AWS cost-savings faster.
- **Performance and operations:** International Data Corporation (IDC) published a whitepaper titled, [Train to Accelerate Your Cloud Strategy](#), which asserted that comprehensively trained organizations were **4.4x¹ more likely** to overcome operational and performance concerns. This will help you get your team on board with your cloud initiatives. This means less time spent on stakeholder alignment, and more time on innovation and business growth.
- **Improve employee productivity:** IDC's whitepaper also found that decisions makers within comprehensively trained organizations are **4.7x¹ more likely** to agree cloud can improve IT staff productivity. Training can help your team be more productive using the cloud.

10.1.1 Digital and Classroom Training

We offer free AWS Digital Training, in-depth AWS Classroom Training, and private onsite training so you can learn when and where it's convenient for you:

- [Free Digital Training](#) – Over 500 on-demand digital courses that help you learn new cloud skills and services when and where it's convenient for you, at no cost.
- [Classroom Training](#) – Live classes delivered virtually or in person by accredited AWS instructors who teach you in-demand cloud skills and best practices using a mix of presentations, discussion, and hands-on labs.
- [Private Onsite Training](#) – In-person (or virtual) classes with accredited AWS instructors who teach in-depth AWS Cloud skills in a private environment that brings the classroom to you and allows hands-on learning.

10.1.2 AWS Certification

[AWS Certification](#) validates cloud expertise to help professionals highlight in-demand skills and organizations build effective, innovative teams for cloud initiatives using AWS. You can choose from diverse certification exams by role and specialty designed to empower you and your team to meet your unique goals.

11.0 Achieving Compliance on AWS

A properly-secured environment results in a compliant environment. AWS has many compliance-enabling features that you can use for your regulated workloads in the AWS Cloud. By using AWS, you get the benefit of the many security controls that we operate,

¹ Source: IDC White Paper, sponsored by AWS, [Train to Accelerate Your Cloud Strategy](#), October 2017

thus reducing the number of security controls that you need to maintain. Your own compliance and certification programs are strengthened, while at the same time lowering your cost to maintain and run your specific security assurance requirements.

Compliance is a shared responsibility between you and AWS. We demonstrate our compliance posture to help you verify compliance with industry and government requirements. We engage with external certifying bodies and independent auditors to provide you with detailed information regarding the policies, processes, and controls we establish and operate. You can use this information to perform your control evaluation and verification procedures as required under the applicable compliance standard. You can also incorporate the information that we provide about our risk and compliance program into your own compliance framework. We use thousands of security controls to monitor that we maintain compliance with global standards and best practices.

We categorize the AWS assurance programs into three groups:

- Certifications/Attestations
- Laws/Regulations/Privacy
- Alignments/Frameworks

Table 2 provides an overview of these categories, and the following subsections provide additional detail on the programs that our APN Partners most frequently ask about for the US state, local, and education market.

Table 2 – Summary of AWS Assurance Programs

Certifications/Attestations	Laws/Regulations/Privacy	Alignments/Frameworks
C5	CLOUD Act	CJIS
CMMC	HIPAA	CSA
Cyber Essentials Plus	IRS 1075	EU-US Privacy Shield
DoD SRG	ITAR	FISC
ENS High	SEC Rule 17a-4(f)	FISMA
FedRAMP	VPAT/Section 508	G-Cloud
FINMA		GxP (FDA CFR 21 Part 11)
FIPS		HITRUST
GSMA		MPAA
HDS		NIST
IRAP		Uptime Institute Tiers
ISMAP		
ISO 9001		
ISO 27001		
ISO 27017		
ISO 27018		
K-ISMS		
MTCS Tier 3		
OSPAR		
PCI DSS Level 1		
SEC Rule 17-a-4(f)		
SOC 1		
SOC 2		
SOC 3		

TISAX		
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11.1 Certifications/Attestations

Certifications and attestations are performed by a third-party independent auditor. Our certifications, audit reports, and attestations of compliance are based on the results of the auditor's work. Below are the most frequently requested certifications in the US state, local, and education market. The full list of certifications and attestations can be found at <https://aws.amazon.com/compliance/>.

11.1.1 Federal Risk and Authorization Management Program (FedRAMP)

[FedRAMP](#) is a US government-wide program that delivers a standard approach to the security assessment, authorization, and continuous monitoring for cloud products and services. The governing bodies of FedRAMP include the Office of Management and Budget (OMB), US General Services Administration (GSA), US Department of Homeland Security (DHS), US Department of Defense (DoD), National Institutes of Standards & Technology (NIST), and the Federal Chief Information Officers (CIO) Council.

Cloud services providers (CSPs) like AWS who want to offer their products and services to the US government must demonstrate FedRAMP compliance. FedRAMP uses the NIST Special Publication 800 series and requires CSPs to receive an independent security assessment conducted by a third-party assessment organization (3PAO) to ensure that authorizations are compliant with the Federal Information Security Management Act (FISMA).

There are two paths for CSPs to be FedRAMP compliant:

- **Joint Authorization Board (JAB) Authorization** – To receive FedRAMP JAB Provisional Authority to Operate (P-ATO), a CSP is reviewed by the FedRAMP Program Management Office (PMO), is assessed by a FedRAMP-accredited 3PAO, and receives a P-ATO from the JAB. The JAB is made up of the CIOs from DoD, DHS, and GSA.
- **Agency Authorization** – To receive FedRAMP Agency Authority to Operate (ATO), a CSP is reviewed by a customer Agency CIO or Delegated Authorizing Official(s) to achieve a FedRAMP-compliant ATO that is verified by the FedRAMP PMO.

AWS and FedRAMP

AWS offers the following FedRAMP compliant systems that have been granted authorizations:

- **AWS GovCloud (US)**, which has been granted a JAB P-ATO and multiple ATOs for high impact level. The services in scope of the AWS GovCloud (US) JAB P-ATO boundary at high baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

- **AWS US East-West**, which has been granted a JAB P-ATO and multiple ATOs for moderate impact level. The services in scope of the AWS US East-West JAB P-ATO boundary at moderate baseline security categorization can be found within the [AWS Services in Scope by Compliance Program](#).

FedRAMP for APN Partners

APN Partners and prospective customers can request access to the AWS APN Partner FedRAMP Security Package using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.1.2 Federal Information Processing Standard (FIPS)

The [FIPS Publication 140-2](#) is a US government standard that specifies the security requirements for cryptographic modules that protect sensitive information.

AWS and FIPS

AWS works with customers to provide the information they need to manage compliance when using the AWS US East-West or AWS GovCloud (US) Regions. For more information about the standard, see [Cryptographic Module Validation Program](#) on the NIST Computer Security Resource Center website.

FIPS for APN Partners

The Amazon VPC VPN endpoints in the AWS GovCloud (US) Regions operate using FIPS 140-2 validated cryptographic modules. If you require use of FIPS 140-2 validated cryptographic modules when accessing AWS US East/West or AWS GovCloud (US) through use of the CLI or programmatically by using the APIs, the list of available FIPS endpoints by AWS Region can be found on our [FIPS Publication 140-2](#) page.

11.1.3 International Organization for Standardization (ISO) 9001:2015

[ISO 9001:2015](#) outlines a process-oriented approach to documenting and reviewing the structure, responsibilities, and procedures required to achieve effective quality management within an organization. The key to the ongoing certification under this standard is establishing, maintaining, and improving the organizational structure, responsibilities, procedures, processes, and resources in a manner in which AWS products and services consistently satisfy ISO 9001:2015 quality requirements.

AWS and ISO 9001:2015

AWS has undergone a systematic, independent examination of our quality system to determine whether the activities and activity outputs comply with ISO 9001:2015 requirements. A certifying agent found our quality management system to comply with the requirements of ISO 9001:2015 for the activities described in the scope of registration. You can download AWS's [ISO 9001:2015 certification](#) from our website.

ISO 9001:2015 for APN Partners

The certification covers the quality management system over a specified scope of AWS Cloud services and Regions of operations. If you are pursuing ISO 9001:2015 certification while operating all or part of your IT systems on the AWS Cloud, you are not automatically certified by association. However, using an ISO 9001:2015 certified provider like AWS can make your certification process easier.

11.1.4 ISO/IEC 27001:2013

[ISO/IEC 27001:2013](#) is a security management standard that specifies security management best practices and comprehensive security controls following the ISO/IEC 27002 best practice guidance. The basis of this certification is the development and implementation of a rigorous security program, which includes the development and implementation of an Information Security Management System (ISMS) which defines how AWS perpetually manages security in a holistic, comprehensive manner. This widely-recognized international security standard specifies that AWS do the following:

- Systematically evaluate our information security risks, taking into account the impact of threats and vulnerabilities.
- Design and implement a comprehensive suite of information security controls and other forms of risk management to address customer and architecture security risks.
- Have an overarching management process to ensure that the information security controls meet our needs on an ongoing basis.

AWS and ISO/IEC 27001:2013

AWS has certification for compliance with ISO/IEC 27001:2013, 27017:2015, and 27018:2014. These certifications are performed by independent third-party auditors. [AWS's ISO/IEC 27001:2013 certification](#) can be downloaded from our website.

ISO/IEC 27001:2013 for APN Partners

The ISO/IEC 27001:2013 certification for AWS covers the AWS security management process over a specified scope of services and data centers. If you are pursuing ISO/IEC certifications while operating part or all of your IT on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27001:2013 certified provider like AWS can make your certification process easier.

11.1.5 ISO/IEC 27017:2015

[ISO/IEC 27017:2015](#) provides guidance on the information security aspects of cloud computing, recommending the implementation of cloud-specific information security controls that supplement the guidance of the ISO/IEC 27002 and ISO/IEC 27001 standards. This code of practice provides additional information security controls implementation guidance specific to CSPs like AWS.

AWS and ISO/IEC 27017:2015

AWS's attestation to the ISO/IEC 27017:2015 guidance not only demonstrates our ongoing commitment to align with globally-recognized best practices, but also verifies that AWS has a system of highly precise controls in place that are specific to cloud services. [AWS's ISO/IEC 27017:2015 certification](#) can be downloaded from our website.

ISO/IEC 27017:2015 for APN Partners

AWS's ISO/IEC 27017:2015 certification covers the security management process and cloud provider specific controls. If you are pursuing ISO/IEC certifications while operating part or all of your IT environment on the AWS Cloud, you are not automatically certified by association. However, using an ISO/IEC 27017:2015 certified provider like AWS can make your certification process easier. The AWS ISO/IEC 27017:2015 assessment provides evidence that our security controls are aligned with the 27017:2015 guidance specific to CSPs.

11.1.6 ISO/IEC 27018:2019

[ISO/IEC 27018:2019](#) is a code of practice that focuses on protection of personal data in the cloud. It is based on ISO/IEC information security standard 27002 and provides implementation guidance on ISO/IEC 27002 controls applicable to public cloud personally identifiable information (PII). It also provides a set of additional controls and associated guidance intended to address public cloud PII protection requirements not addressed by the existing ISO/IEC 27002 control set.

AWS and ISO/IEC 27018:2019

AWS maintains the high bar of data protection and privacy controls outlined in ISO/IEC 27018:2014 for all customer content, regardless of whether or not any particular data is PII. [AWS's ISO/IEC 27018:2019 certification](#) can be downloaded from our website.

ISO/IEC 27018:2019 for APN Partners

Alignment demonstrates to customers that AWS has a system of controls in place that specifically address the privacy protection of their content. AWS's alignment with and independent third-party assessment of this internationally recognized code of practice demonstrates AWS's commitment to the privacy and protection of customers' content.

11.1.7 Payment Card Industry Data Security Standard (PCI DSS)

[PCI DSS Level 1](#) is a proprietary information security standard administered by the PCI Security Standards Council, which was founded by American Express, Discover Financial Services, JCB International, MasterCard Worldwide, and Visa Inc.

PCI DSS applies to all entities that store, process, or transmit cardholder data (CHD) or sensitive authentication data (SAD), including merchants, processors, acquirers,

issuers, and service providers. PCI DSS is mandated by the card brands and administered by the PCI Security Standards Council.

AWS and PCI DSS

AWS is certified as a PCI DSS 3.2 Level 1 Service Provider, the highest level of assessment available. The compliance assessment was conducted by Coalfire Systems Inc., an independent Qualified Security Assessor (QSA). The PCI DSS Attestation of Compliance (AOC) and Responsibility Summary is available to AWS customers by using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.

PCI DSS for APN Partners

As a customer who uses AWS products and services to store, process, or transmit cardholder data, you can rely on AWS technology infrastructure as you manage your own PCI DSS compliance certification.

AWS does not directly store, transmit, or process any customer CHD. However, you may create your own cardholder data environment (CDE) that can store, transmit, or process cardholder data using AWS products.

Customers must manage their own PCI DSS compliance certification, and additional testing will be required to verify that your environment satisfies all PCS DSS requirements. However, for the portion of the PCI CDE that is deployed in AWS, your QSA can rely on AWS AOC without further testing.

11.1.8 System and Organization Control (SOC) Reports

AWS [SOC Reports](#) are independent third-party examination reports that demonstrate how AWS achieves key compliance controls and objectives. The purpose of these reports is to help you and your auditors understand the AWS controls established to support operations and compliance. **Table 3** describes the four AWS SOC Reports.



Table 3 – AWS SOC Reports

Report	What is the report?	What's the Primary Report Purpose?	Who is the Primary Report Audience?
SOC 1	A description of the AWS control environment and external audit of AWS defined controls and objectives.	To provide information to customers about AWS's control environment that may be relevant to their internal controls over financial reporting. To provide information to customers and their auditors for their assessment and opinion of the effectiveness of internal controls over financial reporting (ICOFR).	Customer management and their auditors. AWS's SOC 1 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
SOC 2: Security, Availability and Confidentiality	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.	To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality.	Users with business need. AWS's SOC 2 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA.
AWS SOC 2 Privacy Type I Report	A description of the AWS controls environment and external audit of AWS controls that meet the AICPA Trust Services Privacy Principles and Criteria.	To provide customers with an independent assessment of AWS's systems and the suitability of the design of AWS's privacy controls. The SOC 2 Privacy Trust Principle, developed by the AICPA, establishes criteria for evaluating controls related to how personal information is collected, used, retained, disclosed, and disposed to meet the entity's objectives. To provide customers and users with a business need with an independent assessment of AWS's control environment relevant to system security, availability, and confidentiality without disclosing AWS internal information.	Users with business need to understand the AWS controls relevant to privacy. AWS's SOC 2 report is available through AWS Artifact . Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of that NDA. Publicly available on our website.
SOC 3: Security, Availability and Confidentiality	A public facing report demonstrating AWS has met the AICPA Trust Services Security, Availability, and Confidentiality Principles and Criteria.		

11.2 Laws/Regulations/Privacy

AWS customers remain responsible for complying with applicable compliance laws and regulations. In some cases, AWS offers functionality (such as security features), enablers, and legal agreements (such as the AWS Data Processing Agreement and Business Associate Addendum) to support customer compliance. No formal certification is available to (or distributable by) a CSP like AWS within these law and regulatory domains. The following subsections provide details on the laws, regulations, and privacy considerations that APN Partners ask about most in regards to the US state, local, and education market.

11.2.1 Family Educational Rights and Privacy Act (FERPA)

The [FERPA](#) of 1974 was enacted to support and promote the protection of privacy and reasonable governance of student education records. FERPA provides parents of students and eligible students with the following:

- The right to inspect and review their education records
- Governance over disclosure of their education records
- A mechanism to amend incorrect education records

FERPA requires states to use reasonable methods to ensure the security of their IT solutions. This may be achieved by hosting education records on cloud computing solutions. The law, in general, requires covered institutions and agencies to reasonably safeguard student education records from improper use or disclosure. Securing student record information, including students' PII, is essential for educational institutions and vendors that provide services which fall under the purview of FERPA.

AWS and FERPA

AWS implements physical and logical controls for internal services and provides robust offerings externally for customers to leverage in order to comply with FERPA. These controls are discussed in detail in our [FERPA Compliance on AWS whitepaper](#).

FERPA for APN Partners

Because FERPA was authored in 1974, it lacks clear guidance on modern technology use, which means that educational institutions are often left to create their own solutions. As part of this solution, customers are encouraged to take steps such as creating device compliance policies, threat protection plans, and data loss prevention plans that suit their organization to protect sensitive information. In addition, customers are encouraged to use encryption and access controls. Access controls also provide auditing and logging capabilities to customers in order to validate privacy and data protection policies that customers have in place. AWS offers a comprehensive set of features and services to make encryption of PII easy to manage and simpler to audit, including AWS KMS. Customers with FERPA compliance requirements have a great deal of flexibility in how they meet encryption requirements for PII.

11.2.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)/ Health Information Technology for Economic and Clinical Health (HITECH)

[HIPAA](#) legislation is designed to make it easier for US workers to retain health insurance coverage when they change or lose their jobs. This legislation also seeks to encourage electronic health records to improve the efficiency and quality of the US healthcare system through improved information sharing. Along with increasing the use of electronic medical records, HIPAA includes provisions to protect the security and privacy of protected health information (PHI).

[HITECH](#) expanded the HIPAA rules in 2009. HIPAA and HITECH together establish a set of federal standards that are intended to protect the security and privacy of PHI.

11.2.2.1 AWS and HIPAA

There is no HIPAA certification for a CSP such as AWS. In order to meet the HIPAA requirements applicable to our operating model, AWS aligns our HIPAA risk management program with FedRAMP and NIST 800-53, which are higher security standards that map to the HIPAA Security Rule. NIST supports this alignment and has issued [SP 800-66: An Introductory Resource Guide for Implementing the HIPAA Security Rule](#), which documents how NIST 800-53 aligns to the HIPAA Security Rule.

Under the HIPAA regulations, AWS is considered a business associate. The BAA is an AWS contract that is required under HIPAA rules to ensure that AWS appropriately safeguards PHI. The BAA also serves to clarify and limit, as appropriate, the permissible uses and disclosures of PHI by AWS, based on the relationship between AWS and our customers, and the activities or services being performed by AWS.

AWS has a standard BAA we present to customers for signature. It takes into account the unique services AWS provides and accommodates the [AWS Shared Responsibility Model](#). To review, accept, and manage the status of the BAA for your account, sign in to [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.

11.2.2.2 HIPAA for APN Partners

AWS enables covered entities and their business associates subject to HIPAA to use the secure AWS environment to process, maintain, and store protected health information.

For detailed information about how you can use AWS for the processing and storage of health information, see the whitepaper [Architecting for HIPAA Security and Compliance on Amazon Web Services](#).

The following resources are available for more information:

- [HIPAA Compliance webpage](#)

- [SlideShare presentation “Security and Privacy, Using AWS to Meet Requirements for HIPAA, CJIS, and FERPA”](#)

11.2.3 Internal Revenue Service Publication 1075 (IRS Pub 1075)

[IRS Pub 1075](#) provides guidance for US government agencies and their agents to protect Federal Tax Information (FTI).

While the IRS does not publish an official designation or certification for compliance with IRS Pub 1075, AWS supports organizations to protect FTI managed on the AWS Cloud by aligning our implementations of NIST 800-53 and FedRAMP security controls with the respective IRS Pub 1075 security requirements. AWS has worked closely with the IRS to ensure that the AWS GovCloud (US) and AWS US East/West Regions meet Pub 1075 requirements for storing and processing FTI. Refer to section 11.1.1 for information on AWS and FedRAMP security controls.

11.2.4 Voluntary Product Accessibility Template (VPAT)/Section 508

In 1998, the US Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology accessible to people with disabilities. Inaccessible technology interferes with an individual's ability to obtain and use information quickly and easily. [Section 508](#) was enacted to eliminate barriers in IT, make available new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals.

The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. § 794 (d)), agencies must give disabled employees and members of the public access to information that is comparable to the access available to others. Because Section 508 is a federal and state requirement, any and all of AWS government customers will have Section 508 compliance needs.

11.2.4.1 AWS and VPAT/Section 508

AWS is committed to complying with all relevant government standards and compliance controls. This commitment is reflected in the importance we place on understanding, implementing, and maintaining ongoing compliance with these standards for all individuals who access and consume our services.

11.2.4.2 VPAT/Section 508 for APN Partners

AWS provides API-based cloud computing services with multiple interfaces to those services, including [SDKs, IDE Toolkits, and Command Line Tools](#) for developing and managing AWS resources. AWS provides two graphical user interfaces, the [AWS Management Console](#) and the [AWS ElasticWolf Client Console](#). The AWS ElasticWolf Client Console has incorporated Section 508 requirements, and AWS has prepared a VPAT that outlines the AWS ElasticWolf Client Console's accessibility features. The VPAT is available to customers using [AWS Artifact](#). Note that some AWS Artifact documentation is available under NDA and use of the content is subject to the terms of

that NDA. APN Partners can use these tools to help build a solution compliant with Section 508.

11.3 Alignments/Frameworks

Compliance alignments and frameworks include published security or compliance requirements for a specific purpose, such as a specific industry or function. AWS provides functionality (such as security features) and enablers (including compliance playbooks, mapping documents, and whitepapers) for these types of programs.

Requirements under specific alignments and frameworks may not be subject to certification or attestation; however, some alignments and frameworks are covered by other compliance programs. The following subsections provide details on the alignments and frameworks that APN Partners ask about most frequently for the US state, local, and education market.

11.3.1 Criminal Justice Information Services (CJIS)

[Criminal Justice Information \(CJI\)](#) refers to the data necessary for law enforcement agencies to perform their mission and enforce the laws, such as biometric, identity history, person, organization, property, and case/incident history data. CJI also refers to data necessary for civil agencies to perform their mission, including data used to make hiring decisions.

The CJIS Security Policy reflects the shared responsibility between Federal Bureau of Investigation (FBI) CJIS, CJIS Systems Agency, and the State Identification Bureaus (SIB) of the lawful use and appropriate protection of CJI. The CJIS Security Policy provides a baseline of security requirements for current and planned services and establishes a minimum standard for new initiatives.

11.3.1.1 AWS and CJIS

By using solutions built on AWS, agencies can manage and secure their applications, data, and other CJIS resources in the AWS GovCloud (US). AWS GovCloud (US) Regions consist of US data centers hosting services authorized to FedRAMP High, managed by US citizens, and offering the FIPS validated endpoints necessary to build CJIS-compliant solutions.

Technological advancements have removed the need to engage in the traditional method of relying on physical security and background checks as a way to qualify an individual's "access" to unencrypted CJI. While the traditional approach can help achieve minimum compliance under the CJIS Security Policy, it doesn't compare to the security that can be achieved using strong encryption practices and the deployment of "least privilege" principles to restrict CJI access to those with a need-to-know, right-to-know, and your explicit authorization.

11.3.1.2 CJIS for APN Partners

Properly securing CJJ and maintaining compliance with the CJIS Security Policy requires a number of security controls aimed at ensuring only authorized individuals have access to the CJJ.

One critical control is the use of **independently tested and validated encryption** to protect sensitive information both in-transit and at-rest, regardless of physical location. AWS empowers customers and partners to encrypt their criminal justice data in AWS GovCloud (US) employing FIPS 140-2 validated encryption in-transit services and FIPS-197 compliant encryption for data at-rest. AWS GovCloud (US) also offers AWS Key Management Service (AWS KMS) using FIPS 140-2 validated hardware security modules, allowing you to create, own, and manage your own customer master keys for all encryption. These customer master keys never leave the AWS KMS FIPS validated hardware security modules unencrypted and are never known to AWS personnel.

Another critical control involves **limiting access** to individuals that hold or manage encryption keys, allowing agencies to define and limit the universe of users with logical access to CJJ. The principal of least privilege is one of the most fundamental underpinnings of the CJIS Security Policy based on a “need-to-know, right-to-know” standard. AWS GovCloud (US) you can enforce least privilege by securely encrypting your CJJ and limiting all access to the CJJ to only those with access to the encryption keys. By using AWS GovCloud (US), you are provided AWS Cloud services, tools, and security assurance to enable your customers to retain complete control and ownership over their own criminal justice data.

See our webpage, [Using AWS for Criminal Justice Information Solutions](#), for additional information.

11.3.2 Cloud Security Alliance (CSA)

[CSA](#) is a not-for-profit organization with a mission to “promote the use of best practices for providing security assurance within Cloud Computing, and to provide education on the uses of Cloud Computing to help secure all other forms of computing.”

11.3.2.1 AWS and CSA

AWS participates in the voluntary CSA Security, Trust & Assurance Registry (STAR) Self-Assessment to document our compliance with CSA-published best practices. We publish our completed [CSA Consensus Assessments Initiative Questionnaire \(CAIQ\)](#) on the AWS website.

11.3.2.2 CSA for APN Partners

The CSA CAIQ provides a set of questions that the CSA anticipates a cloud consumer and/or cloud auditor would ask of a CSP like AWS. It provides a series of security, control, and process questions that can then be used for a wide range of uses, including cloud provider security evaluation.

11.3.3 Federal Information Security Management Act (FISMA)

AWS enables US government agencies to achieve and sustain compliance with [FISMA](#). The AWS infrastructure has been evaluated by independent assessors for a variety of government systems as part of their system owners' approval process. Numerous Federal Civilian and DoD organizations have successfully achieved security authorizations for systems hosted on AWS in accordance with the Risk Management Framework (RMF) process defined in NIST 800-37 and DoD Information Assurance Certification and Accreditation Process (DIACAP). AWS's secure infrastructure has helped federal agencies expand cloud computing use cases and deploy sensitive government data and applications in the cloud while complying with the rigorous security requirements of federal standards.

11.3.4 National Institute of Standards and Technology (NIST) 800-53

[NIST](#) 800-53 security controls are generally applicable to US Federal Information Systems. Federal Information Systems typically must go through a formal assessment and authorization process to ensure sufficient protection of confidentiality, integrity, and availability of information and information systems.

The NIST Cybersecurity Framework (CSF) is supported by governments and industries worldwide as a recommended baseline for use by any organization, regardless of its sector or size. According to Gartner, in 2015 the CSF was used by approximately 30 percent of US organizations, and usage is projected to reach 50 percent by 2020. Since Fiscal Year 2016, federal agency FISMA metrics have been organized around the CSF, and agencies are now required to implement the CSF under the Cybersecurity Executive Order.

11.3.4.1 AWS and NIST 800-53

AWS Cloud infrastructure and services have been validated by third-party testing performed against the NIST 800-53 Revision 4 controls and additional FedRAMP requirements. AWS has received FedRAMP ATOs from multiple authorizing agencies for both AWS GovCloud (US) and the AWS US East/West Regions. For more information, see the [AWS FedRAMP compliance](#) webpage, or the following FedRAMP Marketplace webpages:

- [AWS East/West Region complete list of authorizing agencies](#)
- [AWS GovCloud \(US\) complete list of authorizing agencies](#)
- [AWS GovCloud JAB P-ATO at the high baseline](#)

11.3.4.2 NIST 800-53 for APN Partners

Under NDA, AWS provides an AWS FedRAMP SSP template based upon NIST 800-53 Rev. 4, which is prepopulated with the applicable NIST 800-5 Rev. 4 Low/Moderate/High control baseline. Control responsibility is as follows:

- **Shared Responsibility** – You will provide security and configurations of your software components, and AWS will provide security for its infrastructure.

- **Customer-Only Responsibility** – You are fully responsible for guest operating systems, deployed applications, and select networking resources (for example, firewalls). More specifically, you are solely responsible for configuring and managing your security *in* the cloud.
- **AWS-Only Responsibility** – AWS manages the cloud infrastructure, including the network, data storage, system resources, data centers, physical security, reliability, and supporting hardware and software. Applications built on top of the AWS system inherit the features and configurable options that AWS provides. AWS is solely responsible for configuring and managing security *of* the cloud.

For security authorization purposes, compliance with the FedRAMP requirements (based on NIST 800-53 rev 4 Low/Moderate/High control baseline) is contingent upon AWS fully implementing AWS-only and shared controls and you implementing customer-only and shared controls. A FedRAMP-accredited 3PAO has assessed and authorized AWS implementation of our control responsibility. The portion of shared controls that you are responsible for and the controls related to applications you implement on top of the AWS infrastructure must be separately assessed and authorized by you in agreement with NIST 800-37 and your specific security authorization policies and procedures.

AWS FedRAMP-compliant systems have been granted authorizations, have addressed the FedRAMP security controls (NIST 800-53), use the required FedRAMP templates for the security packages posted in the secure FedRAMP Repository, have been assessed by an accredited independent 3PAO, and maintain the continuous monitoring requirements of FedRAMP.

You can use the [NIST CSF whitepaper](#) to assess your AWS environment against the NIST CSF and improve the security measures you implement and operate. The whitepaper also provides a third-party auditor letter attesting to the AWS Cloud services' conformance to NIST CSF risk management practices.

11.3.5 Uptime Institute Tiers

The [Uptime Institute](#) created the standard Tier Classification System to evaluate various data center facilities in terms of potential site infrastructure performance, or uptime. Uptime Institute has not authorized other organizations to certify data centers under its Tier Classification System. Uptime Institute does not design, build, or operate data centers.

11.3.5.1 AWS and Uptime Institute Tiers

AWS operates our data centers in alignment with the Tier III+ guidelines, but we have chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS's approach to infrastructure performance acknowledges Uptime Institute's tiering guidelines and applies them to our global data center infrastructure design to ensure the highest level of performance and availability for our customers. AWS then improves on the guidelines provided by the Uptime Institute to scale for global operations and produce an operating outcome for

availability and performance that far exceeds that which would be achieved through the Uptime Institute tiering guidelines alone. Although we do not claim alignment with Tier IV, we can ensure that our systems have a fault tolerant sequence of operations with self-correcting mitigations in place.

AWS has identified critical system components required to maintain the availability of the system and recover service in the event of outage. Critical system components are backed up across multiple, isolated locations known as Availability Zones. Each Availability Zone runs on its own physically distinct, independent infrastructure, and is engineered to be highly reliable. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling you to easily architect applications that automatically fail-over between Availability Zones without interruption.

11.3.5.2 Uptime Institute Tiers for APN Partners

AWS customers can build highly resilient systems in the cloud by employing multiple instances in multiple Availability Zones plus data replication to achieve extremely high recovery time and recovery point objectives, as well as service availability of 99.999% and more. Service availability is therefore a function of the design; customers who care about the availability and performance of their applications want to deploy these applications across multiple Availability Zones in the same region for fault tolerance and low latency. Some AWS Cloud services, such as Amazon S3, are built to leverage all Availability Zones within the region and have a durability objective of 99.999999999%.

12.0 Managing your AWS Resources

With the AWS Cloud, customers can easily provision, manage, and monitor all of their IT resources through a “single pane of glass” with the tool that best fits their unique needs. This helps you know what is going on in your cloud environment, such as instance health, logs of user actions, and ways you can save money. AWS Cloud services are driven by robust APIs that allow for a wide variety of monitoring, management and developer tools to integrate easily with AWS Cloud resources. Common tools from vendors such as Microsoft, VMware, BMC Software, Okta, RightScale, Eucalyptus, CA, Xceedium, Symantec, Racemi, and Dell are supported on AWS. Below are some AWS-native management options, which can be used alongside familiar management tools available on [AWS Marketplace](#).

12.1 AWS Management Console

The [AWS Management Console](#) is a single destination for managing all AWS resources. Customers can use the AWS Management Console to perform any number of tasks (e.g., deploying new applications, monitoring the health of applications, accessing monthly spending by service, and managing security credentials). The AWS Management Console supports all [AWS Regions](#) and lets customers provision resources across multiple Regions.

12.2 Command Line Interface (CLI)

The [AWS CLI](#) is a unified tool used to manage AWS Cloud services. With just one tool to download and configure, customers can control multiple AWS resources from the command line and automate them through scripts. The AWS CLI introduces a new set of simple [file commands](#) for efficient file transfers to and from [Amazon S3](#).

12.3 AWS Developer Tools

AWS offerings are provided with a range of [supporting components](#) like developer tools, toolkits, and command line tools for developing and managing your AWS applications:

The [AWS Developer Tools](#) help you securely store and version control your application's source code and automatically build, test, and deploy your application to AWS or your on-premises environment, including tools for continuous integration and continuous delivery. Our developer tools include the following:

- [AWS Cloud9](#) – Write, run, and debug code in a cloud integrated development environment (IDE)
- [AWS CodeBuild](#) – Build and test code
- [AWS CodeCommit](#) – Store code in private Git repositories
- [AWS CodeDeploy](#) – Automate code deployments
- [AWS CodePipeline](#) – Release software using continuous integration and delivery
- [AWS CodeStar](#) – Develop, build, and deploy applications on AWS
- [Amazon Corretto](#) – Develop and run Java applications on popular operating systems, including Linux, Windows, and macOS
- [AWS X-Ray](#) – Analyze and debug production applications

12.4 Management Tools

AWS provides [management tools](#) that allows you to programmatically provision, monitor, and automate all the components of your cloud environment. Using these tools, you can maintain consistent controls without restricting development velocity. These services all work together and are integrated with every part of the AWS platform, allowing you to have greater insight into your cloud environment as well as maintain logs necessary for audits. Our management tools include the following:

- [AWS Auto Scaling](#) – Easily and safely scale multiple AWS resources
- [Amazon CloudWatch](#) – Collect and track metrics, collect and monitor log files, set alarms, and automatically react to changes in your AWS resources
- [AWS CloudFormation](#) – Model and provision—in an automated and secure manner—all the resources needed for your applications across all regions and accounts
- [AWS CloudTrail](#) – Automatically log, continuously monitor, and retain account activity related to actions across your AWS infrastructure
- [AWS Command Line Interface \(AWS CLI\)](#) – Interact with AWS Cloud services using commands in your command-line shell

- [AWS Config](#) – Inventory all configurations across your resources
- [AWS Control Tower](#) – Configure AWS management and security services based on established best practices in a secure, compliant, multi-account environment
- [AWS License Manager](#) – Manage licenses in AWS and on-premises servers from software vendors such as Microsoft, SAP, Oracle, and IBM
- [AWS Management Console](#) – Access and manage AWS Cloud services through a simple and intuitive web-based user interface
- [AWS OpsWorks](#) – Host and scale Chef Automate and Puppet Enterprise servers
- [AWS Personal Health Dashboard](#) – View the performance and availability of the AWS Cloud services underlying your AWS resources
- [AWS Systems Manager](#) – Centralize operational data from multiple AWS Cloud services and automate tasks across your AWS resources
- [AWS Service Catalog](#) – Create, manage, and distribute catalogs of approved products to end users, who can then access the products they need in a personalized portal
- [AWS Trusted Advisor](#) – Provision your resources by following best practices
- [AWS Well-Architected Tool](#) – Review the state of your workloads and compare them to the latest AWS architectural best practices

AWS also offers several tools for cost management:

- [AWS Budgets](#) – Set custom budgets that alert you when your costs or usage exceed (or are forecasted to exceed) your budgeted amount
- [AWS Cost and Usage Report](#) – Customize a report that lists AWS usage for each service category used by an account and its IAM users in hourly or daily line items, as well as any tags that you have activated for cost allocation purposes
- [AWS Cost Explorer](#) – Visualize, understand, and manage your AWS costs and usage over time

13.0 Back-up and Disaster Recovery (DR)

Customers of all sizes are using AWS to enable faster disaster recovery (DR) of their critical IT systems without incurring the infrastructure expense of a second physical site. AWS is a secure, high-performance, flexible, money-saving, and easy-to-use cloud computing platform. AWS takes care of the undifferentiated heavy lifting required to create, implement, and manage scalable backup and recovery solutions.

There are many advantages to using AWS as part of your data protection strategy:

- **Durability:** Amazon S3, Amazon S3 Glacier, and S3 Glacier Deep Archive are designed for 99.999999999 percent (11 nines) of durability. Both platforms offer reliable backup of data, with object replication across at least three geographically dispersed Availability Zones. Many AWS services use Amazon S3 for storage and export/import operations. For example, Amazon Elastic Block Store (Amazon EBS) uses Amazon S3 for snapshot storage.

- **Security:** AWS provides a number of options for access control and data encryption while in-transit and at-rest.
- **Global infrastructure:** AWS services are available around the globe, so you can back up and store data in the Region that meets your compliance and workload.
- **Compliance:** AWS infrastructure is certified for compliance with the following standards, so you can easily fit the backup solution into your existing compliance regimen.
 - Service Organization Controls (SOC)
 - Statement on Standards for Attestation Engagements (SSAE) 16
 - International Organization for Standardization (ISO) 27001
 - Payment Card Industry Data Security Standard (PCI DSS)
 - Health Insurance Portability and Accountability Act (HIPPA)
 - SEC1
 - Federal Risk and Authorization Management Program (FedRAMP)
- **Scalability:** With AWS, you don't have to worry about capacity. As your needs change, you can scale your consumption up or down without administrative overhead.
- **Lower total cost of ownership (TCO):** The scale of AWS operations drives down service costs and helps lower the TCO of AWS services. AWS passes these cost savings on to customers through price drops.
- **Pay-as-you-go pricing:** Purchase AWS services as you need them and only for the period that you plan to use them. AWS pricing has no upfront fees, termination penalties, or long-term contracts.

[AWS Elastic Disaster Recovery \(AWS DRS\)](#) continuously replicates your machines (including operating system, system state configuration, databases, applications, and files) into a low-cost staging area in your target AWS account and preferred Region. In the case of a disaster, you can instruct CloudEndure Disaster Recovery to automatically launch thousands of your machines in their fully provisioned state in minutes.

Using these capabilities on our global infrastructure, you can build a DR solution to fit your budget, recovery time objective (RTO), and recovery point objective (RPO) (depicted in **Figure 9**). An organization typically decides on an acceptable RTO and RPO based on the financial impact when systems are unavailable. The organization

then plans solutions to provide cost-effective system recovery based on the RPO within the timeline and the service level established by the RTO.



Figure 9 – RPO and RTO

Figure 10 shows a spectrum of scenarios—backup and restore, pilot light, warm standby, and multi-site—arranged by how quickly a system can be available to users after a DR event. Typically, the shorter the recovery, the higher the cost of the solution.



Figure 10 – Spectrum of DR Options

Each DR option is discussed in more detail below.

13.1 Backup and Restore

In most traditional environments, data is backed up to tape and sent offsite regularly. Recovery time will be the longest using this method, and lack of automation leads to increased costs. [Amazon S3](#) is ideal for backup data, as it is designed to provide 99.999999999% durability of objects over a given year. Amazon S3 offers a range of storage classes—including options for one-zone infrequent access and archive—to help you save on costs. Transferring data to and from Amazon S3 is typically done via the network, and it is therefore accessible from any location. For a hybrid architecture, you can use [AWS Storage Gateway](#) to automatically back up on-premises data to Amazon S3. To centralize and automate your backup, [AWS Backup](#) allows you to configure backup policies and monitor backup activity.

13.2 Pilot Light for Simple Recovery into AWS Warm Standby Solution

The idea of the pilot light is an analogy that comes from the gas heater. In a gas heater, a small idle flame that's always on can quickly ignite the entire furnace to heat up a house as needed. This scenario is analogous to a backup and restore scenario; however, you must ensure that you have the most critical core elements of your system already configured and running in AWS (the pilot light). The pilot light typically uses a compute service like [Amazon EC2](#) or a database service like [Amazon RDS](#). When the time comes for recovery, you would rapidly provision a full-scale production environment around the critical core.

13.3 Warm Standby Solution in AWS

The term “warm standby” is used to describe a DR scenario in which a scaled-down version of a fully functional environment is always running in the cloud. It further decreases recovery time because, in this case, some services are always running. By identifying business-critical systems, you could fully duplicate these systems on AWS and have them always on. These servers can be running on a minimum-sized fleet of Amazon EC2 instances on the smallest sizes possible. This solution is not scaled to handle a full-production load, but it is fully functional. It can be used for non-production work, such as testing, quality assurance, and internal use. In a disaster, you can scale out the system quickly to handle the production load by adding more instances. You can automate this process using [Amazon EC2 Auto Scaling](#) and [Elastic Load Balancing](#).

13.4 Multi-Site Solution Deployed on AWS and Onsite

A multi-site solution runs in AWS as well as on your existing on-premises infrastructure in an active-active configuration. During a disaster situation, you can simply send all traffic to AWS servers, which can scale to handle the full production load. For this approach, you can use a DNS service that supports weighted routing, such as [Amazon Route 53](#), to route production traffic to different sites that deliver the same application or service. A proportion of traffic will go to your infrastructure in AWS, and the remainder will go to your onsite infrastructure. In an onsite disaster situation, you can adjust the DNS weighting and send all traffic to the AWS servers. The capacity of the AWS Cloud service can be rapidly increased to handle the full production load. You can automate this process using Amazon EC2 Auto Scaling and Elastic Load Balancing.

14.0 Security Questionnaires

Under the Shared Responsibility Model, AWS is responsible for security *of* the cloud: protecting the infrastructure that runs all of the services offered in the AWS Cloud. All other security *in* the cloud is dependent on your management of your account(s) and your solution. AWS personnel cannot fill out Security Questionnaires on behalf of our APN Partners. In addition, as an APN Partner, you maintain full control of your content and responsibility for configuring access to AWS services and resources. We provide an advanced set of access, encryption, and logging features to help you do this effectively (e.g., AWS Identity and Access Management, AWS Organizations and AWS CloudTrail). You choose how your content is secured. In the event that you need assistance to complete a questionnaire to document AWS security and compliance positions, we have the following resources to assist with understanding security on AWS. If you have additional questions about a specific requirement, please reach out and we will try to provide further information.

- [Compliance FAQs](#) – This page answers frequently-asked questions about compliance.
- [AWS Artifact](#) – AWS Artifact is your go-to, central resource for compliance-related information that matters to you. It provides on-demand access to AWS's security and compliance reports and select online agreements. The AWS SOC 2 report is particularly helpful for completing questionnaires because it provides a comprehensive description of the implementation and operating effectiveness of AWS security controls. Another useful document is the Executive Briefing within the AWS FedRAMP Partner Package. Note that some AWS Artifact documentation is available under NDA, and use of the content is subject to the terms of that NDA.
- [CSA Consensus Assessments Initiative Questionnaire](#) – The CSA Consensus Assessments Initiative Questionnaire provides a set of questions the CSA anticipates a cloud consumer and/or auditor would ask of a cloud provider. It provides a series of security, control, and process questions which can then be used for a wide range of uses, including cloud provider selection and security evaluation. This document contains the AWS answers to the CSA questionnaire.
- [AWS Risk and Compliance Whitepaper](#) – This document addresses AWS-specific information around general cloud computing compliance questions. There are detailed descriptions of all AWS certifications, programs, reports, and third-party attestations.
- [AWS Data Center Controls Web Page](#) – Many questionnaires have an entire section with questions related to data center physical security. This web page provides you with insight into some of our physical and environmental controls.
- [Data Privacy](#) – This page details our privacy and data security policies, practices, and technologies we've put in place.
- [AWS Security and Compliance Quick Reference Guide](#) – This guide provides an overview of our assurance programs and how to secure your content on the AWS Cloud.

- [AWS Compliance Center](#) – This page offers you a central location to research cloud-related regulatory requirements and how they impact your industry.

15.0 AWS Public Sector Access Policy – Instructions

If this opportunity requires the resale of AWS offerings, you must include the AWS Public Sector Access Policy (“Access Policy”) in your response and incorporate the Access Policy in any agreement regarding such resale, per your Reseller Agreement, as amended. The Access Policy sets out rules, conditions, and restrictions regarding use of the AWS cloud services and can be accessed at: <https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Public+Sector+Access+Policy.pdf>

16.0 Industry Analyst Reports on AWS Market Position

[Note: “Do not edit content in this section, or use in a public document other than a direct RFX response. And, please include all citations and disclaimers outlined below.”]

AWS offers reports from trusted third-party analysts to help organizations understand the benefits and value of the AWS Cloud. The [AWS in Analyst Research](#) page provides reports and analysis from firms such as Gartner, IDC, and Forrester covering a variety of product categories and geographies.

Gartner, Inc., a leading information technology research company, recently released its [2021 Magic Quadrant for Cloud Infrastructure and Platform Services](#)^{2 3} report. In Gartner's second evaluation covering both cloud infrastructure and platform services (IaaS & PaaS, or "CIPS"), AWS is evaluated as a Leader placed highest in both axes of measurement, Ability to Execute and Completeness of Vision (see **Figure 11**). This is the eleventh straight year that Gartner has recognized AWS as a Leader in the Magic Quadrant.

² Gartner, Magic Quadrant for Cloud Infrastructure & Platform Services, Raj Bala, Bob Gill, Dennis Smith, Kevin Ji, David Wright, 27 July 2021. Gartner and Magic Quadrant are registered trademarks of Gartner, Inc. and/or its affiliates in the U.S. and internationally and is used herein with permission. All rights reserved. Gartner does not endorse any vendor, product or service depicted in its research publications, and does not advise technology users to select only those vendors with the highest ratings. Gartner research publications consist of the opinions of Gartner's research organization and should not be construed as statements of fact. Gartner disclaims all warranties, expressed or implied, with respect to this research, including any warranties of merchantability or fitness for a particular purpose.

³ All statements in this report attributable to Gartner represent AWS's interpretation of data, research opinion or viewpoints published as part of a syndicated subscription service by Gartner, Inc., and have not been reviewed by Gartner. Each Gartner publication speaks as of its original publication date (and not as of the date of this proposal). The opinions expressed in Gartner publications are not representations of fact and are subject to change without notice.



Source: Gartner (July 2021)

Figure 11 – 2021 Gartner Magic Quadrant for Cloud Infrastructure and Platform Services
More analyst reports can be found at [AWS in Analyst Research](#).



AWS Resources

AWS Overview

- What is Cloud Computing:
<https://aws.amazon.com/what-is-cloud-computing/>
- Types of Cloud Computing:
<https://aws.amazon.com/types-of-cloud-computing/>
- About AWS:
<https://aws.amazon.com/about-aws/>
- AWS Global Infrastructure:
<https://aws.amazon.com/about-aws/global-infrastructure/>

AWS Solutions

- Websites and Web Hosting:
<https://aws.amazon.com/websites/>
- Development and Test:
<https://aws.amazon.com/dev-test/>
- Backup and Restore:
<https://aws.amazon.com/backup-restore/>
- Data Archive:
<https://aws.amazon.com/archive/>
- Disaster Recovery:
<https://aws.amazon.com/disaster-recovery/>
- Big Data:
<https://aws.amazon.com/big-data/>
- High Performance Computing:
<https://aws.amazon.com/hpc/>
- Internet of Things:
<https://aws.amazon.com/iot/>
- Financial Services:
<https://aws.amazon.com/financial-services/>
- Healthcare and Life Sciences
<https://aws.amazon.com/health/>
- Genomics:
<https://aws.amazon.com/health/genomics/>

- Business Applications:
<https://aws.amazon.com/business-applications/>
- DevOps
<https://aws.amazon.com/devops/>

AWS Products and Services

- List of all AWS cloud services:
<https://aws.amazon.com/products/>
- AWS Marketplace:
<https://aws.amazon.com/marketplace/>
- AWS service documentation:
<http://aws.amazon.com/documentation/>

AWS in the Public Sector

- AWS Public Sector Homepage:
<https://aws.amazon.com/government-education/>
- U.S. Federal Government:
<https://aws.amazon.com/federal/>
- State and Local Government:
<https://aws.amazon.com/stateandlocal/>
- Defense and Aerospace:
<https://aws.amazon.com/government-education/defense/>
- Education:
<https://aws.amazon.com/education/>
- Nonprofit Organizations
<https://aws.amazon.com/government-education/nonprofits/>
- AWS GovCloud (US) Region:
<http://aws.amazon.com/govcloud-us/>
- AWS Government Partners:
<https://aws.amazon.com/partners/government/>
- AWS Public Sector Blog:
<https://aws.amazon.com/blogs/publicsector/>

AWS Partner Community

- AWS Partner Network:
<https://aws.amazon.com/partners/>
- AWS Partner Directory:
<http://www.aws-partner-directory.com/>
- AWS Partner Programs:
<https://aws.amazon.com/partners/programs/>

AWS Professional Services

- AWS Professional Services:
<https://aws.amazon.com/professional-services/>
- AWS Cloud Adoption Framework:
<https://aws.amazon.com/professional-services/CAF/>

AWS Pricing

- AWS Pricing Overview:
<http://aws.amazon.com/pricing/>
- Pricing for each service:
<https://aws.amazon.com/pricing/services/>
- AWS Economics Center:
<https://aws.amazon.com/economics/>
- Cloud Financial Management:
<https://aws.amazon.com/aws-cost-management/>
- AWS Simple Monthly Calculator:
<http://calculator.s3.amazonaws.com/index.html>
- AWS TCO Calculator:
<http://aws.amazon.com/tco-calculator/>



AWS Partner Package

AWS Billing

- AWS Billing and Cost Management: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/billing-what-is.html>
- Consolidated Billing: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/consolidated-billing.html>
- Cost Explorer: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/cost-explorer-what-is.html>
- AWS Budgets and Forecasts: <http://docs.aws.amazon.com/awssaccountbilling/latest/aboutv2/budgets-managing-costs.html>

AWS Security and Compliance

- AWS Security Center: <http://aws.amazon.com/security/>
- AWS Shared Responsibility Model: <http://aws.amazon.com/security/sharing-the-security-responsibility/>
- AWS Compliance: <http://aws.amazon.com/compliance/>
- AWS Data Privacy: <http://aws.amazon.com/compliance/data-privacy-faq/>
- Access Control: <http://aws.amazon.com/iam/>
- AWS Security Blog: <https://blogs.aws.amazon.com/security/>

AWS Support

- AWS Support Tiers: <https://aws.amazon.com/premiumsupport/support-knowledge-center/>
- Support Knowledge Center: <https://aws.amazon.com/premiumsupport/knowledge-center/>
- AWS Trusted Advisor:

<https://aws.amazon.com/premiumsupport/trustedadvisor/>

AWS Training and Best Practices

- AWS Training and Certification: <http://aws.amazon.com/training/>
- AWS Architecture Center: <http://aws.amazon.com/architecture/>
- AWS Quick Starts: <https://aws.amazon.com/quickstart/>

Industry Analysis

- Analyst Reports: <http://aws.amazon.com/resources/analyst-reports/>
- Gartner Magic Quadrant for Cloud Infrastructure and Platform Services (July 2021): <https://www.gartner.com/doc/reprints?id=1-2710E4VR&ct=210802&st=sb&refid=ar-card&trkcampaign=acq>
- IDC Report: Quantifying the Business Value of Amazon Web Services: http://d0.awsstatic.com/analyst-reports/IDC_Business_Value_of_AWS_Ma_y_2015.pdf

AWS Case Studies

- AWS Case Studies: <https://aws.amazon.com/solutions/case-studies/>

Procurement

- AWS Public Sector Contract Center: <http://aws.amazon.com/contract-center/>
- 10 Considerations for a Cloud Procurement Whitepaper: <http://d0.awsstatic.com/whitepapers/10-considerations-for-a-cloud-procurement.pdf>

- How to Buy Cloud Computing Services for your Agency (Webinar): <https://aws.amazon.com/webinars/buying-cloud-computing-services/>

Legal

- AWS Customer Agreement: <http://aws.amazon.com/agreement/>
- AWS Service Terms: <https://aws.amazon.com/service-terms/>
- AWS Acceptable Use Policy: <http://aws.amazon.com/aup/>
- AWS Trademark Guidelines: <http://aws.amazon.com/trademark-guidelines/>
- AWS Site Terms: <http://aws.amazon.com/terms/>
- AWS Privacy Notice: <https://aws.amazon.com/privacy/>
- AWS Tax Help: <http://aws.amazon.com/tax-help/>

Additional Resources

- AWS Blog: <https://aws.amazon.com/blogs/aws/>
- AWS Discussion Forums: <https://forums.aws.amazon.com/index.jspa>
- What's New from AWS: <http://aws.amazon.com/new/>
- AWS YouTube Channel: <https://www.youtube.com/user/AmazonWebServices>
- AWS Twitter Feed: <https://twitter.com/awscloud>
- AWS on SlideShare: <http://www.slideshare.net/AmazonWebServices>
- Events and Webinars: <https://aws.amazon.com/about-aws/events/>
- An E-Book of Cloud Best Practices:



<https://medium.com/aws-enterprise-collection/an-e-book-of-cloud-best-practices-for-your-enterprise-4a211840c55b#.corzpf3m>

AWS Whitepapers

- AWS Whitepapers and Guides: <http://aws.amazon.com/whitepapers/>
- Overview of AWS Whitepaper: <http://d0.awsstatic.com/whitepapers/aws-overview.pdf>

- Security Resources and Whitepapers: <http://aws.amazon.com/security/security-resources/>

- AWS Compliance whitepapers: <http://aws.amazon.com/compliance/aws-whitepapers/>

- Best Practices for Security, Identity, & Compliance: <https://aws.amazon.com/architecture/security-identity-compliance>

- AWS Risk and Compliance Whitepaper:

https://d0.awsstatic.com/whitepapers/compliance/AWS_Risk_and_Compliance_Whitepaper.pdf

- AWS Storage Services Overview: <https://d0.awsstatic.com/whitepapers/Storage/AWS%20Storage%20Services%20Whitepaper-v9.pdf>

EXHIBIT B
INSURANCE REQUIREMENTS
(City Detect Property Condition Analysis)

Vendor/Consultant shall procure and maintain for the duration of the contract insurance against claims for security breaches, system failures, injuries to persons, damages to software, or damages to property (including computer equipment) which may arise from or in connection with the performance of the work hereunder by the Vendor, its agents, representatives, or employees. Vendor shall procure and maintain for the duration of the contract insurance claims arising out of their services and including, but not limited to loss, damage, theft or other misuse of data, infringement of intellectual property, invasion of privacy and breach of data.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
(Not required if consultant provides written verification it has no employees)
4. **Cyber Liability Insurance**, with limits not less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

Technology Professional Liability Errors & Omissions

Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant's profession and work hereunder, with limits not less than **\$1,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.

a. The Policy shall include, or be endorsed to include, *property damage liability coverage* for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

If the Vendor maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

Primary Coverage

For any claims related to this contract, the **Vendor's insurance coverage shall be primary and non-contributory**. Coverage for commercial liability shall be at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of

Stockton, its officers, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it. This requirement shall also apply to any Excess policies. The City of Stockton does not accept endorsements limiting the Vendor's insurance coverage to the sole negligence of the Named Insured.

Umbrella or Excess Policy

The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Vendor's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the City of Stockton.**

Waiver of Subrogation

Vendor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Vendor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Vendor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Vendor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Vendor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named Insured. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City of Stockton.

Claims Made Policies (Professional & Pollution only)

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Vendor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Vendor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

Vendor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Vendor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Certificate Holder Address

The address for mailing certificates, endorsements and notices shall be:

City of Stockton
Its Officers, Officials, Employees and Volunteers
400 E Main Street, 3rd Floor – HR
Stockton, CA 95202



Pricing Proposal
 Quotation #: 24841456
 Created On: 5/9/2024
 Valid Until: 5/31/2024

CA-City of Stockton

**Inside Sales Manager -
Public Sector**

Almarosa Vargas

425 North El Dorado Street
 Stockton, CA 95202
 United States
 Phone: 209-937-5108
 Fax:
 Email: Almarosa.Vargas@Stocktonca.gov

Christopher Fisahn

290 Davidson Ave
 Somerset, NJ 08873
 Phone: 7325648573
 Fax:
 Email: Christopher_Fisahn@SHI.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: - 5/1/2025 Note: Year 1 ending May 2025 - 50% Due upfront upon Mutual contract execution	1	\$118,800.00	\$118,800.00
2 Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: - 5/1/2025 Note: Year 1 ending May 2025 - 50% Due upon completion of milestones	1	\$118,800.00	\$118,800.00
3 Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti. City Detect Inc. - Part#: NPN-CITYD-CITYA-A Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Coverage Term: - 5/1/2026 Note: Year 2 ending May 2026, payment due on anniversary of agreement.	1	\$237,600.00	\$237,600.00
		Subtotal	\$475,200.00
		Total	\$475,200.00

Additional Optional Items

Annual organizational license for City Detect's automated blight detection software that automatically detects and maps various forms and factors of blight including property decay, housing violations, litter, debris, and graffiti.	1	\$237,600.00	\$237,600.00
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City Detect Inc. - Part#: NPN-CITYD-CITYA-A
Contract Name: Omnia Partners - IT Solutions
Contract #: 2018011-02
Coverage Term: – 5/1/2027

EXHIBIT C

ATTACHMENT A

Note: Option Year 3 May 2027 may be exercised by postal or digital mail sent to City Detect confirming Customer's intent to exercise the option within (6) months of the end of Year 2. Payment due on anniversary of agreement.

Additional Comments

By submitting an order in reference to this quotation, you are providing approval to the below terms:

This is a two (2) year term with an annual payment structure, with an Optional Year 3. Customer is subject to full cost of the two (2) year agreement. Customer is required to provide City Detect and SHI at least forty-five (45) day notice if they wish to cancel Year 2.

Option Year 3 - May 2027 - may be exercised by postal or digital mail sent to City Detect and SHI confirming Customer's intent to exercise the option within (6) months of the end of Year 2.

Installment Payments: All payments are due NET 30 from their respective invoice date.

By purchasing year 1, customer commits to the following schedule:

Payment 1: \$118,800.00 due Net 30 from the original purchase

Payment 2: \$118,800.00 due Net 30 from the completion of the below:

- All cameras installed on vehicles;
- All initial requested users have either received an invitation to self-onboard onto the cloud based web application or are onboarded via City Detect's team;
- At least 5 code officers or users have been provided the opportunity to attend or have attended a virtual training session on how to use the web application and data collected

Payment 3: \$237,600.00 will be invoiced 1 year from the original purchase date and due NET 30

Optional:

Payment 4: \$237,600.00 will be invoiced 2 years from the original purchase date and due NET 30

Total 3-Year Cost: \$712,800.00

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

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

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

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