

ardham

Ardham Technologies, Inc.

Response to Region 4 ESC
RFP 19-09
Software Solutions and Services

Due 8/8/2019, 10:00am CT

July 28, 2019

Region 4 ESC Office
7145 West Tidwell Road
Houston, TX 77092

Ref: Ardham Technologies, Inc. response to Region 4 ESC's RFP# 19-09 for Software Solutions and Services due on August 8th, 2019.

Dear Mr. Zingelmann,

Ardham Technologies, Inc. appreciates the opportunity to respond to this solicitation and is proposing its entire product line, which fully meets the requirements outlined in the Request for Proposal. The Ardham team has reviewed the requirements outlined in the solicitation and has created a comprehensive response that will support the best interests of all participating agencies.

Ardham currently holds, and has held, multiple TCPN/National IPA contracts over the years. Ardham Technologies, Inc. is a highly regarded IT solutions provider with an expansive catalog and nationwide service delivery capabilities. Ardham has utilized current and previous TCPN/NIPA contracts to provide many millions of dollars of IT products and services to various schools and government agencies. Ardham has provided highly valuable and streamlined solutions to government and education clients since 2002, including numerous member agencies. These accomplishments serve to further Ardham's mission of keeping IT simple for our clients.

Should you have any questions, or need any further information, please do not hesitate to contact me at sdaves@ardham.com or 505-872-9040.

Thank you for your consideration.

Sincerely,



Shay Daves
Operations Manager

Tab 1

Draft Contract and Offer and Contract Signature
Form (Appendix A)

Terms and Conditions Acceptance Form
(Appendix B)

APPENDIX A

DRAFT CONTRACT

*This Contract ("Contract") is made as of _____, 2019 by and between _____
Ardham Technologies, Inc. ("Contractor") and Region 4 Education Service Center
("Region 4 ESC") for the purchase of Software Solutions and Services ("the products and
services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 19-09 for ("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 Contract is for a period of three (3) years. 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' notice to Region 4 ESC.
- 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 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 Ardham Technologies, Inc.
Address 5411 Jefferson ST NE, Ste 200
City/State/Zip Albuquerque, NM 87109
Telephone No. 505-872-9040
Email Address ardham@ardham.com
Printed Name Shay Daves
Title Operations Manager
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

Tab 2 – Products/Pricing

Pricing information provided electronically, as requested

2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

i. Offerors shall provide pricing based on a discount 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. Offerors may elect to limit their proposals to any category or categories.

Ardham Technologies, Inc. provides access to nearly 1,000,000 different products from more than 630 of the world's leading technology manufacturers. To offer the widest range of products and solutions, Ardham has structured this offering as categorical-discounting to avoid the pitfalls of a static product list. One of the approaches by which Ardham provides substantial value to participating entities is by offering an enormous variety of products and solutions. When a member requires a solution, Ardham will be able to fulfill their needs promptly.

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 (including freight)
- 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).

As requested, a sample product catalog has been provided electronically. Discounts are provided based on category, as per the solicitation terms, to allow participant access to the widest range of modern software, solutions, and related products. Items included in Ardham's catalog will be regularly updated and also available electronically on the website at ardham.com/products. This website is subject to design changes and is currently undergoing such.

iii. Offer extensive robust line of top manufactures

Ardham Technologies, Inc. offers a catalog of nearly 1,000,000 products from more than 630 of the world's top technology manufacturers.

iv. Is pricing available for all products and services?

Ardham Technologies, Inc. has provided a pricing model for all available products and services.

v. Describe any shipping charges.

Ardham Technologies, Inc. offers many shipping options. With over 25 warehouses strategically located throughout the United States, Ardham provides the quickest possible delivery. Ground shipping is typically provided at no cost to the participant. Limited exceptions include heavy-weight and oversized items. Numerous options are available for expedited shipping and can be discussed on an order-by-order basis to allow for accurate rate quotes.

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

In this response, Ardham Technologies, Inc. has included pricing for thousands of optional warranties, service plans, maintenance plans, etc. The majority of products include warranties from the manufacturer at no cost. Ardham ensures that all warranties and support will pass on to the participant seamlessly.

vii. Describe any return and restocking fees.

Ardham Technologies, Inc. abides by the guidance provided by manufacturers. While every manufacturer is different, most allow returns of sealed items within 30 days. Ardham maintains strong partnerships with leading manufacturers which allows Ardham leverage to obtain exceptions to their blanket policies when needed. Ardham will always work diligently on behalf of clients.

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.

The Ardham Technologies, Inc. team works diligently to ensure participants receive the best pricing available. Selling any item at maximum contract pricing on Ardham's current National IPA contract is exceptionally rare. To add value, Ardham constantly seeks additional discounts and special pricing to pass the savings along to the client.

Ardham Technologies, Inc. will seek out and provide participants additional discounts in every possible situation. Through many years of strong relationships with our manufacturers and vendors, Ardham can obtain instant rebates and situational discounts. These savings are often based on sale pricing, order quantities, shipment efficiencies, individual client historical volume, and projected volume.

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

Ardham Technologies, Inc. offers multiple methods to ensure pricing is within the terms:

1. Ardham will provide the client a copy of the pricing terms and/or catalog
2. Ardham will make the pricing terms and/or catalog available on the Ardham website
3. Ardham will include details to confirm contract compliance with an individual quotation
4. Any combination of the above as needed by the client

x. Describe payment methods offered.

Ardham Technologies, Inc. accepts Purchase Orders, checks, and all major credit cards. Net30 payment terms are extended to public agencies.

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.

Ardham Technologies, Inc. offers category-based discounts to provide participants access to the largest possible range of products and solutions. This method specifically ensures that the electronic catalog of available products is always up to date and accurate.

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

Ardham Technologies, Inc. is offering category-based discounts. As such, new products will be available within the proposed pricing terms per their category.

xiii. Provide any additional information relevant to this section.

Ardham Technologies, Inc. works strategically with the major technology manufacturers and vendors to offer an enormous range of products and solutions to the contract participants and other clients. Through these relationships built over the past 16 years, Ardham obtains special pricing and garners assistance from manufacturer representatives to provide additional expertise in developing turn-key solutions. Ardham's facilities host several manufacturers monthly and joint events are held regularly for client education, technical training, and product training.

Tab 3 – Performance Capability

Subsection i: OMNIA Response For National Cooperative Contract, Appendix D, Exhibit A, 3.0

Subsection ii: OMNIA Partners Administrative Agreement, Appendix D, Exhibit B

Subsection iii: Federal Funds Certification, Appendix D, Exhibit F; New Jersey Business Compliance, Exhibit G

Additional subsections iv - xv

3.0 SUPPLIER RESPONSE

Supplier must supply the following information in order 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.

The Ardham Technologies, Inc. story begins with its founder, Brian Swainston, providing IT support to local businesses and schools in New Mexico and Arizona in 2003. The word "ardham" is Sanskrit for "meaning" or "meaningful". The purpose of Ardham is to bring meaningful value to all employees, clients, and partners. "Ardham" has a personal meaning to Brian; This was the name of his childhood home in Australia. Brian's positive personal values, derived from his upbringing, have been instrumental in developing the Ardham-organization into the caring group of skilled people that it is today.



Through dedication to client satisfaction, a varied skill set, and long hours, the organization grew significantly. In 2005, Ardham incorporated in the State of New Mexico. Since then, Ardham has maintained a focus on providing technical turn-key solutions to K-12 school districts, charter schools, higher education, government organizations, and other local entities. Brian Swainston is still the sole principal and stays deeply involved with the organization and clients. His genuine desire to be of service to others has spread throughout the organization and can be seen in the dedication of every team member in their daily service to clients and partners.

Ardham focuses on turn-key solutions rather than simply drop shipping products. This fosters healthier relationships through a mutually shared fate where all involved experience successes together.

With extensive experience providing support and solutions to K-12, higher education, and government organizations, Ardham has proven itself time and time again to be an invaluable asset to participating agencies. Ardham provides a unique perspective to clients by providing over 200 years of combined IT experience.

B. Total number and location of sales persons employed by Supplier.

Ardham Technologies, Inc. maintains a sales organization in-house consisting of business development managers, account managers, inside sales, contract specialists, and technical solution architects. Further, Ardham maintains a partnership with Fortune 500 organizations such as CDWG, TechData, Synnex, Ingram Micro, Cisco, Dell, Microsoft, VMware, etc. to expand the capabilities of our 10-person sales team.

C. Number and location of support centers (if applicable) and location of corporate office.

Ardham maintains a corporate headquarters located at 5411 Jefferson St NE, Suite 200 in Albuquerque, NM.

The technical and sales teams work from this location daily. They have worked across the United States, from Hawaii to Manhattan, providing technical and solution expertise to a variety of organizations. The Ardham support team is available 24x7 for any and all IT emergencies.

D. Annual sales for the three previous fiscal years.



E. Submit FEIN and Dunn & Bradstreet report.



F. Describe any green or environmental initiatives or policies.

Ardham Technologies, Inc. is primarily a paperless organization. Over the past several years, Ardham has retired many printers and has increased its electronic storage capacity. Ardham has employed several auto-sensing light switches and LED lamps to reduce power consumption.

Ardham Technologies, Inc. takes pride in recycling as much as possible. All employees use multiple recycling stations. They have adopted the culture of recycling and holding each other accountable for this initiative.

G. 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.

The nature of the IT industry, and the importance of IT systems for clients, is unfortunately not conducive to sourcing products specifically manufactured by disadvantaged businesses (SBE, HUB, DDDBE, etc). While Ardham does work with some smaller manufacturers, even the smaller manufacturers who offer viable products very rarely qualify as disadvantaged by the SBA. Ardham cannot risk the trust of clients by using unproven technology or products with potentially limited support; it is most often in the best interest of the client to use mainstream products from larger and widely-supported manufacturers. Should Ardham no longer do business with a given customer, the use of mainstream products will ensure the customer has access to continued support by other consulting firms.

This is another illustration of Ardham's long term vision and approach to customer relationships.

H. Describe any historically underutilized business certifications supplier holds and the certifying agency. This may include business enterprises such as minority and women owned, small or disadvantaged, disabled veterans, etc.

Ardham Technologies, Inc. is a Small Business Entity, based on federal guidelines and is certified as such in the Federal Government's SAM.gov.

I. Describe how supplier differentiates itself from its competitors.

Ardham Technologies, Inc. focuses on providing premier turn-key solutions, maintaining long term strategic relationships with clients and manufactures, and offers a colossal portfolio of products and solutions. Ardham offers 24/7 technical services and is uniquely able to offer support for every category in our portfolio through our in-house engineering department and our strong relationships with leading manufacturers. Ardham takes pride in building these lasting relationships and has proven to be an expert in the IT Consulting industry. Ardham's diverse engineering team has over 200 years of combined professional IT experience to deliver enormous value to our clients.

Ardham is in a constant state of learning and expanding its expertise in order to continue providing the most appropriate technology solutions to clients. As the technology landscape changes daily, Ardham does as well. Through a dedication to

as an organization, and as individual contributors, the Ardham team overcomes the most daunting situations clients come into.

Ardham continually works with leading manufacturers and vendors to stay abreast of technology solutions and trends. This also helps Ardham to gain more visibility into the challenges that many organizations face and ensure the team understands the best solutions to propose.

Ardham maintains a strong security focus and acknowledges that the cyber threat landscape is evolving faster than ever. Ardham evaluates and offers a multitude of industry leading security-centric solutions for clients, some of which even include an insurance policy against ransomware infections. As the industry has seen an exponential increase of attacks against schools and governments, Ardham has executed initiatives to protect clients through proper security posture assessments (NIST, DOE, DOD, MITRE, CVEs, etc), vulnerability testing, process and policy development, and security software solutions.

Ardham is one of the very few providers who can offer regulatory compliance services such as NIST and ISO 27001 Compliance Reviews for SLED organizations. Additionally, where healthcare services are present, Ardham can provide HIPAA and HITRUST Compliance Reviews.

Ardham provides the most well-rounded offering to support SLED participants of all types and sizes.

To further differentiate Ardham in the marketplace, the following unique suite of solutions is available:

Global Door-to-Door Hardware Delivery

- Multi-platform Multi-generation HW
- Custom configuration
- OEM-Certified Programs (HP, IBM, Cisco)
- Servers, storage arrays, network HW
- Same-day shipments to 30+ countries
- Importer of Record Capabilities
- Financing Options
- Pre- and post-sales support

Integration

- Engineering support & first article build
- Rack assembly, cable management & testing
- Configure & customize end point devices
- HW, SW & network setup
- Accessory management

Enterprise Hardware Rentals

- Global Rental Capabilities
- Cloud Migration
- Swing Gear Data Center Migration
- Application Testing
- Proof of Concept
- Short-term Bridge Solution

Education services

- Train partners & end users
- Virtual delivery platform
- Multiple delivery options
 - In class
 - Virtual
 - On-site
- Academy training credits

Deployment

- Implementation
- Multi-site deployment
- Wireless network assessments
- Installation
- Converged & hyperconverged solutions
- Migration & data consolidation

Maintenance & Support

- 24x7x365 L1-L3 support operations
- Hardware maintenance
- Multi-OEM Contract Options
- Real-Time Spares
- Short-Term Coverage Options
- Renewals
- Single Point of Contact

ITAD

- e-Cycling
- Remarketing
- Data erasure & security
- On-site services

Remarketing

- Fair Market Trade-In Value
- Revenue Share Programs
- Online Inventory Tool

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

Ardham Technologies, Inc. has not been the defendant or respondent in any legal matters. Ardham has never declared any form of bankruptcy or reorganization. Ardham has been the plaintiff in two legal matters involving check fraud and libel perpetrated against Ardham. Those matters have since been resolved. There are no open legal matters.

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.

Ardham Technologies, Inc. is not owned or operated by anyone who has been convicted of a felony.

L. Describe any debarment or suspension actions taken against supplier

Ardham Technologies, Inc. has never been subject to such actions.

3.2 Distribution, Logistics

A. Describe the full line of products and services offered by supplier.

Ardham Technologies, Inc. is offering participants access to nearly 1,000,000 software titles, products, solutions, and related services. The offering consists of more than 630 unique manufacturers. On average, Ardham can provide over 1,200 items per each manufacturer.

Given the enormous range of this offering, it would be impossible to illustrate in detail, however, a summary list of manufacturers is below:

Ardham	Panduit	HP Enterprise	Extreme Network
EMS Linq	Datrium	Nutanix	Racktop
Sophos	SentinelOne	Cylance	Malwarebytes
Microsoft	APC Schneider Electric	Cisco Systems	Veritas
Symantec	Adobe	Fortinet	Add-on
HP INC	Ipswitch	CISCO	MicroFocus

Microsoft	Axiom Memory Solutions	LENOVO	Cables To Go
Lexmark	EMC	HPE	Promise
Cables to Go	Sony	IVANTI	Trend Micro
Symantec Government	Kaspersky Lab	Panasonic	Ipswitch
ADVANTECH	Nimble	Microfocus Attachmate	Eaton
Belkin	Ergotron	Allied Telesis	McAfee
Barracuda	Check Point Software	Startech.Com	SonicWall
Ruckus Services	Lenovo Enterprise Options	Red Hat	RSA
Suse	Avaya	Corel	Brocade
Mellanox Technologies	Mimio	United Digital Technologies	Unitrends
Axiom	Battery Technology	Peerless	Hikvision
Lenovo	LG	Vertiv Liebert	Canon
Carbonite Evault And Doubletake	Solarwind	Veeam Licensing	Symantec
Dell	Havis Mounts	Super Micro Computer	Axis Communications
Golamps	Incipio Accessories	Cisco Smartnet Services	Belkin
Watchguard Technologies	VMware	Dell	Intel

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.

Ardham Technologies, Inc. distributes products and services nationwide. By adhering to a simple streamlined process, Ardham efficiently delivers products and services to clients nationwide:

1. Client receives a proposal from Ardham
 - a. Compliance with contract is confirmed
2. Client issues a PO to Ardham
3. Ardham ships products from one of 24 warehouses to the client's location; the closest warehouse is utilized to minimize the delivery timeline

If professional services are included, Ardham staff will provide those services onsite or remotely, as desired by the client

New Jersey is an exception as Ardham does not current hold a business license there.

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

Ardham Technologies, Inc. only utilizes manufacturer's and their *authorized* distributors in the product fulfillment process. The primary distributors are:

- TechData
- AVT
- Synnex
- Ingram Micro
- D&H
- Douglas Stewart
- Carahsoft
- Arrow ECS

Additionally, freight companies will be involved in the delivery process, such as USPS, FedEx, UPS, DHL, SAIA, etc.

D. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

Ardham Technologies, Inc. is part of a nationwide distribution network with more than 24 warehouses and billions of dollars of inventory on hand.

Primary warehouses are in these locations:

- Miami, FL
- Suwanee, GA
- Swedesboro, NJ
- South Bend, IN
- Fort Worth, TX
- Fontana, CA
- Chantilly, VA
- Miami, FL (2nd in Miami)
- Monroe, NJ
- Grove City, OH
- Romeoville, IL
- Southaven, MS

- Richardson, TX
- Tracy, CA
- Chino, CA
- Mira Loma, CA
- Carrollton, TX
- Millington, TN
- Carol Stream, IL
- Jonestown, PA
- Harrisburg, PA
- Atlanta, GA
- Chicago, IL
- Fresno, CA

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:

Ardham Technologies, Inc. go-to-market strategy includes these activities within the first 90 days:



i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.

As a current contract holder, the executive leadership of Ardham Technologies, Inc. has already endorsed this upcoming contract as the go-to marketing strategy nationwide. Ardham is enhancing the strategy used on the current TCPN/NIPA contract to accomplish far greater utilization.

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.

As a current contract holder, the executive leadership of Ardham Technologies, Inc. has previously initiated training on the existing TCPN/NIPA contract. Ardham provides regular training refreshers and is committed to the team's knowledge and expertise utilizing this new contract upon award. The entire Ardham sales and administrative team will receive training on this new contract post-award. The training will include the basics of contract concepts, key features of this master agreement, the benefit of this new cooperative contract for clients, how to ensure contract compliance, an understanding of the overall solicitation process, a list of participating entities and criteria for new entities to join, how to escalate issues and concerns, how to contact the OMNIA team to address concerns and marketing strategies, and how to persuasively speak to clients around using the new cooperative contract.

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

Ardham Technologies, Inc. specifically desires to execute this step, and to include information around electronic quoting and ordering (ecommerce and PunchOut) to further ease the procurement process for participants.

ii. Announcement, contract details and contact information published on the Supplier's website within first 90 days

Ardham Technologies, Inc. will create a new page on the website specifically for this contract. The page is expected to promote use of this contract based on mutually agreed co-branded collateral. The page is also anticipated to include information on electronic processes to further convey the value of

working with Ardham Technologies, Inc. and OMNIA/National IPA/Region 4 ESC.

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

Ardham Technologies, Inc. intends to distribute agreed co-branded marketing materials via email, at trade shows, and at private events for SLED clients.

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.

Ardham Technologies, Inc. is committed.

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.

Ardham Technologies, Inc. is committed.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

Ardham Technologies, Inc. is committed to furthering its mutual national marketing reach with OMNIA Partners for this contract.

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

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of contract 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

Ardham Technologies, Inc. is committed.

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.

Ardham Technologies, Inc. will market to and meet with existing public sector clients to educate them on the benefits of this new contract. The distinct benefits to illustrate include a new ecommerce and PunchOut system for this contract, as well as the categorical structure of the product offering. This category-based pricing model offers a significant benefit to participants, as compared to other contracts which have a lengthy catalog of static products and part numbers. Static catalogs create limitations for clients to stay within the contract terms while still procuring necessary solutions. However, Ardham's proposal for this contract encompasses all brands and products within numerous categories. This results in an always-current contract catalog providing clients access to the solutions they need.

Ardham holds multiple cooperative contracts currently, as well as contracts directly with government agencies. The current cooperative contracts are below:



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.

Ardham Technologies, Inc. acknowledges and agrees.

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:

Ardham Technologies, Inc. acknowledges and agrees to act in a proactive timely manner

- 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 contract

Ardham Technologies, Inc. acknowledges and agrees.

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

Ardham Technologies, Inc. acknowledges and agrees

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

- i. Executive Support:
Brian Swainston, CEO, bswainston@ardham.com, 505-872-9040
- ii. Marketing:
Phil Abeyta, President, pabeyta@ardham.com, 505-872-9040
- iii. Sales:
Phil Abeyta, President, pabeyta@ardham.com, 505-872-9040
- iv. Sales Support:
Phil Abeyta, President, pabeyta@ardham.com, 505-872-9040
- v. Financial Reporting:

- Michelle Smith, Controller, msmith@ardham.com, 505-872-9040
- vi. Accounts Payable:
 - Michelle Smith, Controller, msmith@ardham.com, 505-872-9040
- vii. Contracts:
 - Shay Daves, Operations Manager, sdaves@ardham.com, 505-872-9040

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.

Ardham Technologies, Inc. maintains a sales force consisting of business development managers, account managers, inside sales representatives, administrative staff, contract specialists, sales engineers, and technical solutions architects. The team is supported by Ardham's senior leadership indicated below. The team is directly lead by Phil Abeyta.

Brian Swainston, CEO, bswainston@ardham.com, 505-872-9040
Phil Abeyta, President, pabeyta@ardham.com, 505-872-9040
Shay Daves, Operations Manager, sdaves@ardham.com, 505-872-9040

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Ardham Technologies, Inc. is committed to growing utilization and presence of this contract nationwide. The Ardham team intends to work closely with OMNIA Partners to jointly determine the most effective methods to expand the national footprint of the contract. Ardham may request assistance from OMNIA in areas such as training for staff and potential participants, joint meetings, etc.

The Ardham will collaborate with OMNIA Partners to develop promotional strategies including marketing collateral, webpage content, material for trade shows and events, blogging and social media, etc. Ardham may also seek approval for collateral to use in paid advertising.

J. 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.

Ardham Technologies, Inc. will work directly with OMNIA to onboard new participants. The Ardham team will diligently market this contract through email, sales calls, tradeshow, and SLED events where Ardham is the host or sponsor. Such events are scheduled monthly. Ardham commits to timely contract administration, including addition or removal of product categories as necessary and as allowed.

K. 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.



L. 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.



M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Ardham Technologies, Inc. is in the same situation as OMNIA and Region 4 ESC and cannot guarantee a specific sales volume; However, Ardham is committed to maximizing utilization of this contract through marketing efforts, close collaboration with OMNIA, and onboarding of this contract into ecommerce/PunchOut systems to facilitate simpler procurement for participants. Ardham will ensure it is easy for participants to do business and access the solutions they need.

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

N. 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.

In such a situation, Ardham Technologies, Inc. will first work with the client to utilize this contract. It is Ardham's preference to use this contract vehicle. Ardham will discuss the benefits and legalities with the client and may engage OMNIA Partners to assist. Ardham understands that this contract will result in NTE pricing, and as such, Ardham will still use this contract vehicle in competitive situations where lower pricing is necessary. In the highly unlikely event that an eligible entity refuses to use this contract, Ardham may be compelled to proceed with options iii or iv illustrated above.

OMNIA PARTNERS EXHIBITS
EXHIBIT B- ADMINISTRATION AGREEMENT, EXAMPLE

OMNIA

P A R T N E R S

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, Public Sector"), and Ardham ("Supplier").
Technologies, Inc.

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, Public Sector 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, Public Sector to Public Agencies;

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

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

WHEREAS, OMNIA Partners, Public Sector 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, Public Sector and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners, Public Sector shall perform all of its duties, responsibilities and obligations as 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, Public Sector solely in its capacity as the 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, Public Sector 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, Public Sector 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, Public Sector shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners, Public Sector harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

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

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 12 – 23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement. If such breach is not cured within thirty (30) days of written notice to Supplier, in addition to any and all remedies available at law or equity, OMNIA Partners, Public Sector shall have the right to terminate this Agreement, at OMNIA Partners, Public Sector' sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

10. OMNIA Partners, Public Sector 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, Public Sector program by either registering on the OMNIA Partners, Public Sector 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, Public Sector. 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, Public Sector or posts on the OMNIA Partners, Public Sector website. Supplier shall indemnify, defend and hold harmless OMNIA Partners, Public Sector for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, 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, Public Sector 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, Public Sector' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector 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, Public Sector 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, Public Sector' 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, Public Sector, or its designee, in OMNIA Partners, Public Sector' 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, Public Sector receives such report. In addition, OMNIA Partners, Public Sector 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, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector 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, Public Sector' 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, Public Sector' 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, Public Sector 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, Public Sector' rights and obligations hereunder may be assigned at OMNIA Partners, Public Sector' sole discretion to an affiliate of OMNIA Partners, Public Sector, any purchaser of any or all or substantially all of the assets of OMNIA Partners, Public Sector, 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, Public Sector.

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, Public Sector:

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

B. Supplier:

Ardham Technologies, Inc.
5411 Jefferson ST NE
Suite 200
Albuquerque, NM 87109

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, Public Sector, 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]
Ardham Technologies, Inc.



Signature
Shay Daves

Name
Operations Manager

Title
7/19/2019

Date

**OMNIA PARTNERS, PUBLIC
SECTOR**

Signature
Sarah Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

OMNIA PARTNERS EXHIBITS
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 with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES SD Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other offerors when it is in Participating Agency's best interest.

Does offeror agree? YES SD 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 SD 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

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 SD 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 SD 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 SD 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).

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 SD Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does offeror agree? YES SD 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 SD 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 SD Initials of Authorized Representative of offeror

OMNIA PARTNERS EXHIBITS
EXHIBIT F- FEDERAL FUNDS CERTIFICATIONS

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 SD _____ 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 SD _____ Initials of Authorized Representative of offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines..

Does Vendor agree? YES SD _____ Initials of Authorized Representative of Vendor

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of offeror that are directly pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES SD _____ Initials of Authorized Representative of offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act "ACA"). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does offeror agree? YES SD _____ 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 SD _____ 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: Ardham Technologies, Inc.

Address, City, State, and Zip Code: 5411 Jefferson ST NE, Ste 200. Albuquerque, NM 87109

Phone Number: 505-872-9040 Fax Number: 888-316-5523

Printed Name and Title of Authorized Representative: Shay Daves, Operations Manager

Email Address: ardham@ardham.com

Signature of Authorized Representative:  Date: 7/19/2019

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

DOC #1

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Ardham Technologies, Inc.
Street: 5411 Jefferson ST NE, Ste 200
City, State, Zip Code: Albuquerque, NM 87109

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I Shay Daves, an authorized representative of Ardham Technologies, Inc., a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Brian Swainston		100%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

7/19/2019
Date

 Operations Manager
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

DOC #3

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

Company Name: Ardham Technologies, Inc.
Street: 5411 Jefferson ST NE, Ste 200.
City, State, Zip Code: Albuquerque, NM 87109

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.

7/19/2019
Date

 Operations Manager
Authorized Signature and Title

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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/lpci.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.

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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."

OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE

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):

*** * NONE * ***

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A
COUNTY-BASED, CUSTOMIZABLE FORM.**

**OMNIA PARTNERS EXHIBITS
EXHIBIT G- NEW JERSEY BUSINESS COMPLIANCE**

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.

<http://www.state.nj.us/treasury/revenue/forms/njreg.pdf>

Subsections iv-xv

iv. Describe how Offeror responds to emergency orders.

Ardham Technologies, Inc. prioritizes emergency orders above all else. This is a common scenario in the IT field, as most organizations rely heavily on their technology infrastructure. Ardham has access to over 24 warehouses around the US with a variety of products in stock (in excess of \$1 billion), which allows Ardham to find, ship, deliver, and install promptly. The latest time of day an order can be placed for overnight shipping is dependent upon the warehouse, however, it can often be as late as 6pm MDT / 8pm EDT.

v. What is Offeror's average Fill Rate?

Ardham Technologies, Inc. fills 100% of orders received unless cancelled by the client.

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

Ardham Technologies, Inc. works with clients in advance of accepting orders to understand their priorities and to ensure that the products and services in question will meet deadlines. Ardham successfully meets such deadlines with an approximate rate of 96%. Deviations are often due to changing requirements, and manufacturer product constraints (backorders and production delays) outside the control of Ardham or the client.

vii. Describe Offeror's return and restocking policy.

Ardham Technologies, Inc. does not manufacture products, so it has no direct control over the applicable policies. Ardham partners with manufacturers and vendors to process returns. By leveraging Ardham's relationships with those organizations, more than 95% of return requests are approved with no restocking fees.

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

Ardham Technologies, Inc. is an authorized partner for hundreds of manufacturers. This official partnership allows clients to receive the full manufacturer's warranty on the products they purchase. Ardham also offers extended manufacturer's warranties and support plans on all applicable products. At a client's request, Ardham is capable to assist with warranty

returns and technical support. Ardham provides this level of support for numerous clients currently.

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

The Ardham Technologies, Inc. headquarters is staffed with multiple levels of technical staff including triage and intake, desktop support, systems and network administration, cybersecurity teams, deployment engineers, executive consultants, and solutions architects.

Ardham's office hours are industry standard: Monday through Friday 8am-5pm MDT, excluding major holidays.

Ardham goes above and beyond by offering on-call IT support 24x7x365.

x. Describe Offeror's invoicing process.

Ardham Technologies, Inc. invoices clients per the standards of GAAP. Ardham will invoice clients after title of ownership has been transferred to them, such as when a product departs the shipping dock en route to their facility. In the case of professional services, Ardham will invoice the client once the services have been performed.

Invoices are provided on net30 terms and clients may pay with checks, bank wire, ACH deposit, any major credit card, etc. Ardham maintains PCI compliance for credit card payments.

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

Ardham Technologies, Inc. will market to and meet with existing public sector clients to educate them on the benefits of this new contract. The distinct benefits to illustrate include a new ecommerce and PunchOut system for this contract, as well as the categorical structure of the product offering. This category-based pricing model offers a significant benefit to participants, as compared to other contracts which have a lengthy catalog of static products and part numbers. Static catalogs create limitations for clients to stay within the contract terms and still obtain necessary solutions. However, Ardham's proposal will encompass all current and future brands and products within several categories.

xii. Describe the financial condition of Offeror.

The financial condition of Ardham Technologies, Inc. is healthy. Ardham can support many millions of dollars in additional business without delays. Ardham's relationships with clients and vendors results in quick payments from clients as well as flexible terms from vendors with substantial credit lines.

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.

Ardham Technologies, Inc. is currently engaged in a website redesign that will incorporate additional ecommerce and PunchOut features. The current website is www.ardham.com and product information is available at www.ardham.com/products. However, at the time of this proposal, the website has had certain services disabled for the redesign.

The upcoming features of the website will include an ecommerce catalog with contract-specific pricing as well as PunchOut functionality for optional integration with participants ERP/Procurement systems. Order management and reporting is included in the forthcoming platform as well.

xiv. Describe the Offeror's safety record.

Ardham Technologies, Inc. has a spotless safety record. There have been no known workplace injuries in more than five years. Prior to that, the only known injury was temporary muscle strain due to an individual electing to lift a large battery backup unit on their own.

Ardham follows requisite safety protocols and uses qualified personnel for physical labor tasks such as equipment mounting, equipment relocation, cabling, etc. where the risk of an incident is higher than typical for IT consultants.

xv. Provide any additional information relevant to this section.

Per Section 2.1, "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."

Shay Daves, Operations Manager; Nicole Abreu, Senior Account Manager

Tab 4

Qualification and Experience

i. Provide a brief history of the Offeror, including year it was established and corporate office location.

Ardham Technologies, Inc. was established in 2003 by Brian Swainston in New Mexico. It was incorporated in New Mexico in 2005.

The corporate headquarters is located at:
5411 Jefferson ST NE.
Suite 200
Albuquerque, NM 87109

ii. Describe Offeror's reputation in the marketplace.

Ardham Technologies, Inc. maintains an unquestionable reputation as being a trusted IT partner. Ardham is a customer-focused organization with strong ties to leading manufacturers, a provider of turn-key solutions, a source of technical expertise, and a source of valued pricing.

Ardham lives by its reputation. While advertising and marketing are strong initiatives, having a positive reputation and word of mouth are the best allies to the organization. Every member of the Ardham team lives by this belief; it is engrained into the company culture.

iii. Describe Offeror's reputation of products and services in the marketplace.

Ardham Technologies, Inc. is sought out by many organizations that require a wide range of expertise for complex business and IT initiatives. Ardham is known to have the necessary partnerships, access to products, and the requisite technical expertise to execute an entire lifecycle including planning, designing, implementing, operating, and optimizing infrastructure solutions spanning entire organizations.

Ardham is also known for its ability to effectively serve small to medium size clients as well.

iv. Describe the experience and qualification of key employees.

Mr. Brian J. Swainston, Chief Executive Officer

Brian J. Swainston has been in the technology field for over 20 years, having been a hands-on engineer, sales person, and owner of multiple businesses. Technology is a true passion of the heart. That's why he loves what he does.

Working with customers and developing true partnerships for long term success is his passion. His example of 'doing the right thing first and always' is paramount to all else. This is the culture of Ardham Technologies, Inc.

Brian built Ardham from the ground up starting as a one-man operation, and through dedication to customer satisfaction, Ardham is now a multimillion-dollar enterprise leading the evolution of IT.

Ardham's loyalty to its clients is reciprocated by its clients; whether big or small, corporate or government, Ardham's clients are loyal. This is a credit to Brian's leadership which has cultivated a rare and effective business philosophy wherein every client knows they are valued and appreciated. Every client is treated with uncompromising professionalism.

His skills and traits include a significant amount of technical, financial, business, and leadership abilities. Brian is described as a philosopher with traits of creativity, assertiveness, resourcefulness, patience, as well as being methodical and calm. He is strategic, with a focus on the future, while learning from the past and present. Brian enjoys his lengthy membership in Vistage Worldwide and continues to invest into his own growth and education.

Mr. Phil Abeyta, President

Phil also has a lengthy tenure in the technology industry. With 20 years in total, and 11 years in IT, he has developed expertise in many areas of technology and leadership. Phil shares a passion for technology and customer service with Brian and the rest of the team. Through this passion, Phil has been able to drive initiatives increasing revenue and enhancing customer satisfaction nationwide. He travels to client locations on a moment's notice to offer his dedicated support whenever and wherever needed.

He has developed lasting relationships with colleagues and clients alike. No task is too small or large for him to tackle himself when the need arises. Phil sets an astounding example for the work ethic of others.

Phil has skills and certifications in areas such as Six Sigma, manufacturing and cost reductions, root cause analysis, marketing, and has a wide range of sales and business skills. Phil also has variety of formal secondary education in engineering, electronics, and business.

Mr. Shay Daves, Operations Manager

Not unlike Brian and Phil, Shay has also been in the technology industry for over 15 years. He has lengthy experience in hands-on engineering, sales, customer service, logistics, business operations, and leadership.

Shay provides support in all areas of the business, as well as to colleagues, clients, vendors, and partners to affect an efficient day to day workflow. He shares the same passion for technology and innovation, which is a theme throughout the organization. With this passion, he is driven to develop creative solutions to the sometimes-unusual problems that Ardham and its clients or partners face. Shay has headed initiatives to streamline processes and systems within Ardham. He even consults with clients on their own policies and procedures. Shay has also owned other businesses and brings a tremendous amount of knowledge and experience to the team.

Shay has a range of skills and education in Information Technology areas including networking, servers, cybersecurity, and cloud. Some of his related skills include business management, accounting, contract law, and risk management.

Mr. Chris Mains, IT Manager

Chris is no stranger to Information Technology, with over 15 years of experience in the industry. During his career, he has held roles requiring his expert hands-on engineering and his managerial capabilities. He strives for customer happiness and is motivated to go the extra mile to earn it.

Chris works daily leading the technical and supporting the sales team to ensure that the best solutions are presented to clients. Through this consultative approach, shared by the entire organization, Ardham delivers effective and comprehensive solutions to clients while considering their budgets, growth needs, and internal workflows. Chris stays abreast of the latest technology trends and methodologies in order to guide the team into the future.

Chris' technical skillset covers many facets of IT such as networking, storage, servers, hyperconvergence, virtualization, cybersecurity, phone systems, end-user training, and cloud services. Chris has additional skills in risk mitigation and project management.

Mrs. Michelle Smith, Controller

Michelle brings over 20 years of finance and accounting expertise to the organization. She has spent her career handling in finance and management for several businesses, including some in large-scale manufacturing and in the technology industry. With Michelle's customer-centric focus, she helps drive Ardham to continue providing excellent customer service through accuracy, coaching, her expansive knowledge, and her impressive work ethic.

She is dedicated to ensuring that Ardham does not run afoul of financial or tax regulations. Michelle works closely with tax experts and attorneys to keep her knowledge fresh and relevant. She is also a prime example of positivity and tenacity that the entire team latches onto.

Michelle's skills and formal education include business management, accounting, collections, tax and contract compliance, financial auditing, inventory management, coaching and mentoring, as well as developing financial projection and ROI models.

v. Describe Offeror's experience working with the government sector.

Ardham Technologies, Inc. has focused heavily on providing valuable IT solutions to government and education clients since inception in 2003. The government and education sector is more than 60% of Ardham's focus today. In this sector, Ardham also relies on word of mouth and reputation to support its continued success.

Ardham works with many government and education organizations throughout the nation directly, and also as a subcontractor for large competitors, Dell and CDWG. Ardham is proud to have been engaged by such large organizations. This illustrates Ardham's positive reputation and extensive capabilities.

Ardham maintains many contracts to facilitate all types of SLED (State, Local, and Education) business. Ardham is a current NIPA contract holder and held TCPN contracts in the past. Some of Ardham's SLED sector projects include those executed for 'Children, Youth and Families Department', Chinle USD, Ganado USD, Gallup McKinley County Schools, Rio Rancho Public Schools, Bernalillo County, City of Albuquerque, State of New Mexico, Scottsdale Public Schools, Albuquerque Police Department, Navajo Nation DIT, Coleman ISD, City of McAllen, Mission ISD, Region 9 Educational Co-op, Poudre School District, The Geological Society of America, etc.

vi. Expertise working with the public sector and understanding of the unique technical and regulatory requirements

Ardham Technologies, Inc. has significant experience working with the public sector since 2003. Over the past 17 years, Ardham has grown to understand the complexities of doing business in the public sector. Ardham has overcome these hurdles, and now finds itself in a position to explain the process and laws to many government clients. Ardham focusses on compliance to ensure fairness and to help all parties avoid audits and consequences.

vii. License to do business in all 50 states

Ardham Technologies, Inc. can do business in all 50 states, aside from New Jersey. At such time that business in New Jersey occurs, Ardham will only need the NJ business license. Ardham currently meets other necessary NJ requirements.

Ardham maintains accounts with required states to remit their sales and/or use taxes.

viii. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

Ardham Technologies, Inc. has no such legal history to disclose for its officers or directors.

Response to Region 4 ESC RFP 19-09 Software Solutions and Services

ix. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.



x. Provide any additional information relevant to this section.

Tab 5

Value Add

- i. Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Ardham Technologies, Inc. is a recognized leader in the IT consulting industry due, in part, to the tremendous value provided to clients.

Ardham provides highly experienced and certified IT engineers, as well its entire expansive product catalog of nearly 1,000,000 items. The catalog includes more than 630 of the leading technology manufacturers.

Ardham's team of professional engineers brings over 200 years of combined experience to provide extraordinary solutions. These engineers have numerous technical certifications from a variety of major manufacturers including Cisco, Microsoft, Dell, Juniper, SonicWALL, Aruba, VMWare, HP Enterprise, Nutanix, Datrium, Aerohive, APC, etc.

At zero cost, Ardham provides pre-sales technical guidance from our Cloud Solutions Specialists and Systems Engineers to assist clients in defining the appropriate solutions for their situation. Throughout the design and proposal process, Ardham works with its internal engineering teams as well as with vendors and their engineering teams to develop the best possible solutions.

Ardham is vendor agnostic and always seeks the best solution rather than promoting a particular set of brands due to promotions or other interests. Ardham can also offer access to an integration center for staging, asset tagging, and configuration prior to delivery.

Ardham has the unique ability to offer End of Life Support, such as secure IT Asset Disposal Services (ITAD) and Trade-In of Decommissioned Equipment.

Additionally, Ardham offers Compliance and Risk Management services around IT infrastructure as well as PCI, HIPAA, HITRUST, NIST, and ISO 27001 Compliance Reviews. Professional Vulnerability Assessments and Penetration Testing is also available to help participants reduce their risk, enhance their regulatory compliance posture, and enhance their overall information security.

More than 9500 authorized IT training courses are available for 25+ leading vendors including Microsoft, Cisco, Amazon Web Services, Brocade, Cloudera, ForgeRock, IBM, Oracle, Pivotal, Red Hat, SAP, Symantec and VMware.

Tab 6

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
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

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.)

Trade secrets and proprietary information are identified by redaction within Ardham's "(2) electronic proposals free of proprietary information" per Page 6, #5

7/19/2019
Date

 Operations Manager
Authorized Signature & Title

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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 will make 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 and have the form notarized. 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. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

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

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-524541

Date Filed:
 08/01/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.



Ardham Technologies, Inc.
 ALBUQUERQUE, NM United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

19-09
 Software Solutions and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
				
				
	My Commission Expires: <u>3/3/2023</u>			

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Shy Daves, and my date of birth is 2/4/87.

My address is 5411 Jefferson ST NE #200, Albuquerque, NM, 87109, USA.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bernalillo County, State of NM, on the 28 day of July, 20 19.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

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, Shay Daves, as an authorized representative of

Ardham Technologies, Inc., 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

7/19/2019

Date