Region 4 Education Service Center (ESC) Contract # R200802

for

Cyber Security Solutions and Associated
Products & Services

Iron Bow Technologies, LLC

Effective October 1, 2020

The following documents comprise the executed contract between Region 4 Education Service Center and Iron Bow Technologies, LLC, effective October 1, 2020:

- I. Appendix A: Vendor Contract
- II. Offer and Contract Signature Form
- III. Supplier's Response to the RFP, incorporated by reference

Glossary

| Acronym | Definition |
|---------|---|
| ACOE | Army Corps of Engineers |
| ACOMS | Air Communications Squadron |
| ACS | Access Control System |
| AFDW | Air Force District of Washington |
| Agency | Participating Public Agency |
| ANSI | American National Standard Institute |
| AOUSC | Administrative Office of the U.S. Courts |
| APG | Aberdeen Proving Ground |
| ASR | Aggregated Service Routers |
| AV | audio/visual |
| B2B | business-to-business |
| B2C | business-to-consumer |
| BI | business intelligence |
| ВОМ | bill of materials |
| BPA | Blanket Purchase Agreement |
| CAA | Closed Access Area |
| CAC | Common Access Card |
| CASP | CompTIA Advanced Security Practitioner |
| CCIE | Cisco Certified Internetwork Expert |
| CCNA | Cisco Certified Network Associate |
| CCNP | Cisco Certified Network Professional |
| CCTV | closed-circuit television |
| CEH | Certified Ethical Hacker |
| CEO | Chief Executive Officer |
| CEVN | Clinical Enterprise Videoconferencing Network |
| CFO | Chief Financial Officer |
| CISA | Certified Information Systems Auditor |
| CISM | Certified Information Security Manager |
| CISSP | Certified Information Systems Security Professional |
| CIO-CS | Chief Information Officer – Commodities and Solutions |
| CLIN | contract line item number |
| CMF | Cyber Mission Forces |
| CONUS | Continental United States |
| C00 | Chief Operating Officer |
| COOP | continuity of operations |
| COTS | commercial-off-the-shelf |
| СРО | Chief Procurement Officers |
| CSC | Client Service Center |

| Acronym | Definition | |
|----------------|---|--|
| CSE | Consulting System Sales Engineer | |
| CSfC | Commercial Solutions for Classified | |
| СТО | Chief Technology Officer | |
| Cyber Security | Cyber Security Solutions and Associated Products and Services | |
| DBE | Disadvantaged Business Enterprise | |
| DCO | Defensive Cyberspace Operations | |
| DHA | Defense Health Agency | |
| DHS | Department of Homeland Security | |
| DISA | Defense Information System Agency | |
| DLI | Defense Language Institute | |
| DoD | Department of Defense | |
| DOE | Department of Energy | |
| DOJ | Department of Justice | |
| DOL | Department of Labor | |
| DOS | Department of State | |
| DOT | Department of Transportation | |
| DR | disaster recovery | |
| DREN | Defense Research and Education Network | |
| DTRA | Defense Threat Reduction Agency | |
| EBS | Oracle E-Business Suite | |
| EDI | electronic data interchange | |
| EEOC | Equal Employment Opportunity Commission | |
| EITaaS | Enterprise IT as a Service | |
| EMS | energy management system | |
| EOL | end-of-life | |
| EOS | end-of-service | |
| EPA | Environmental Protection Agency | |
| EPEAT | Electronic Product Environmental Assessment Tool | |
| ePO | ePolicy Orchestrator | |
| EPP | Endpoint Protection Platform | |
| ERP | Enterprise Resource Planning | |
| EWA | Enterprise Wide Agreement | |
| FAA | Federal Aviation Administration | |
| FBI | Federal Bureau of Investigation | |
| FERC | Federal Energy Regulatory Commission | |
| FFP | firm fixed price | |
| FITARA | Federal Information Technology Acquisition Reform Act | |
| GDP | 1 | |
| 05. | Garrison DCO Platform | |

| Acronym | Definition | |
|----------|--|--|
| GPS | Global Positioning System | |
| GSA | General Services Administration | |
| GWAC | Government Wide Acquisition Contracts | |
| HII | Huntington Ingalls Incorporated | |
| HTTPS | Hypertext Transfer Protocol Secure | |
| HQ | headquarters | |
| HUB | Historically Underutilized Business | |
| HUBZone | Historically Underutilized Business Zone Enterprise | |
| laaS | Infrastructure as a Service | |
| IAVA | Information Assurance Vulnerability Alerts | |
| IDIQ | Indefinite Delivery/Indefinite Quantity | |
| loT | Internet of things | |
| IPS | Information Processing System | |
| IRS | Internal Revenue Service | |
| ISACA | Information Systems Audit and Control Association (ISACA) | |
| ISE | Identity Services Engine | |
| ISMS | Information Security Management System | |
| ISO | International Organization for Standardization | |
| ISR | Inside Sales Representative | |
| IT | information technology | |
| ITAP | Information Technology Acquisition Program | |
| ITES | Information Technology Enterprise Solutions | |
| ITIL | Information Technology Infrastructure Library | |
| ITSD | Information Technology Services Division | |
| ITISP | IT Infrastructure Services Program | |
| ITSM | IT Service Management | |
| IUID | Item unique identification | |
| KVM | keyboard, video, and mouse | |
| M&O | management and operating | |
| MEC | Multi-Enclave Client | |
| MEPS | Military Entrance Processing Stations | |
| MNIS | Multinational Information Sharing | |
| MSP | Managed Service Provider | |
| NASA | National Aeronautics and Space Administration | |
| NETCENTS | Network-Centric Solutions | |
| NIH | National Institutes of Health | |
| NIST | National Institute of Standards and Technology | |
| NITAAC | NIH Information Technology Acquisition and Assessment Center | |
| NNS | Newport News Shipyard | |

| Acronym | Definition | |
|---------|--|--|
| NSA | National Security Agency | |
| O&M | operation and maintenance | |
| OEM | original equipment manufacturer | |
| OLAO | Office of Logistics and Acquisition Operations | |
| OS | operating system | |
| PaaS | Platform as a Service | |
| PACAF | Pacific Air Force | |
| PCNSE | Palo Alto Networks Certified Network Security Engineer | |
| PEO EIS | Program Executive Office, Enterprise Information Systems (PEO EIS) | |
| PIN | personal identification number | |
| PITO | Prevention of Information Technology Obsolescence | |
| PKI | public key infrastructure | |
| PM | Project Manager | |
| PMBOK | Program Management Body of Knowledge | |
| PMI | Program Management Institute | |
| PMO | Program Management Office | |
| PPDIOO | Prepare, Plan, Design, Implement, Operate, and Optimize | |
| PR | Public Relations | |
| QA | quality assurance | |
| RFP | Request for Proposal | |
| RFQ | Request for Quote | |
| RMA | Return Merchandise Authorizations | |
| SaaS | Software as a Service | |
| SAM | System for Award Management | |
| SAVES | Strategic Sourcing for the Acquisition of Various Equipment and Supplies | |
| SBA | Small Business Administration | |
| SBE | Small Business Enterprise | |
| SBLO | Small Business Liaison Officer | |
| SDB | Small Disadvantaged Business | |
| SDM | Service Delivery Methodology | |
| SDVOSB | Service Disabled Veteran Owned Small Business | |
| SEWP | Solutions for Enterprise-Wide Procurement | |
| SLA | Service Level Agreement | |
| SLED | State/Local/Education | |
| SME | subject matter expert | |
| SNMP | Simple Network Management Protocol | |
| SOFA | Status of Forces Agreement | |
| SOW | Statement of Work | |
| SPAWAR | Space and Naval Warfare Systems Command | |

| Acronym | Definition | |
|----------|---|--|
| SSA | Social Security Administration | |
| STIG | Security Technical Implementation Guide | |
| SWOT | strengths, weakness, opportunities, and threats | |
| TAG | Technical Assistance Group | |
| ТО | task order | |
| UCaaS | Unified Communications as a Service | |
| UCC | Unified Communication and Collaboration | |
| UID | unique identification | |
| USAF | U.S. Air Force | |
| USFK | U.S. Forces Korea | |
| USMA | U.S. Military Academy | |
| USMEPCOM | U.S. Military Entrance Processing Command | |
| USTC | U.S. Tax Court | |
| VA | Department of Veterans Affairs | |
| VAR | Value-Added Resellers | |
| VDI | virtual desktop infrastructure | |
| VITA | Virginia Information Technologies Agency | |
| VoIP | Voice over Internet Protocol | |
| VOSB | Veteran Owned Small Business | |
| VTC | video teleconference | |
| WOSB | Woman-Owned Small Business | |
| WREN | West Point Research and Education Network | |

1 TAB 1 – CONTRACT AND OFFER AND CONTRACT SIGNATURE FORM (APPENDIX A)

APPENDIX A

CONTRACT

This Contract ("Contract") is made as of <u>August 25</u>, 2020 by and between <u>Iron Bow Technologies</u>, <u>LLC</u> ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Cyber Security Solutions and Associated Products & Services ("the products and services").

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number R 20-08 for Cyber Security Solutions and Associated Products & Services ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) Term of agreement. The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.
- 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) <u>Form of Contract</u>. 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) <u>Commencement of Work</u>. 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) <u>Assignment of Contract</u>. 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) <u>Contract Alterations</u>. 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) <u>Cancellation for Non-Performance or Contractor Deficiency</u>. 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) <u>Delivery/Service Failures</u>. 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) <u>Standard Cancellation</u>. 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) <u>Licenses</u>. 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)<u>Survival Clause</u>. 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) <u>Delivery</u>. 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) <u>Inspection & Acceptance</u>. 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 Payment shall be made after satisfactory performance and in accordance with milestones prescribed in individual orders. Payment shall be made within 30 days of receipt of a properly completed invoice. Invoices are to be submitted no more frequently than monthly and payment is authorized for partial deliveries of goods and services made during the prior monthly billing cycle. Refer to Appendix B
- 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) <u>Audit Rights</u>. 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) <u>Discontinued Products</u>. 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) <u>Warranty Conditions</u>. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year 6 month labor warranty unless otherwise agreed to in writing. **Refer to Appendix B**
- 23) <u>Site Cleanup</u>. 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) <u>Site Preparation.</u> 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) <u>Safety measures.</u> 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) <u>Smoking</u>. 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) <u>Funding Out Clause</u>. 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) <u>Indemnity</u>. 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 <u>actions gross negligence</u> 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. Both parties agree to allow the other party Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisements related to the scope of this contract. 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) <u>Certificates of Insurance</u>. 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) <u>Legal Obligations</u>. 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 | Iron Bow Technologies, LLC | |
|---|--|---------------------|
| Address | 2303 Dulles Station Blvd., Suite 400 | |
| City/State/Zip | Herndon, VA 20171 | |
| Telephone No. | (703) 234-5665 | |
| Email Address | Katie.Barton@ironbow.com | |
| Printed Name | Katie Barton | |
| Title | Senior Account Manager | |
| Authorized signature | aummn - | |
| Accepted by Region 4 ESC: | : | |
| Contract No. <u>R200802</u> | | |
| Initial Contract Term Octo | ober 1, 2020 _{to} September 30, 2 | 023 |
| Region 4 ESC Authorized Bo | | 5/2020 te |
| Margaret S. Bass | * | |
| Print Name Luida II | unerman 8/25 | /2020 |
| Region 4 ESC Authorized Board Member Date | | |
| Linda Tinnerman | | |
| Print Name | | |

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

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

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

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

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

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

| Section/Page | Term, Condition, or Specification | Exception/Proposed Modification | Accepted (For Region 4 ESC's use) |
|-------------------|--------------------------------------|---|--|
| Sec 16. Page 5 | Payment | Remove: "Payment shall be made after satisfactory performance, in accordance with all provisions thereof," Add: "Payment shall be made after satisfactory performance and in accordance with milestones | Accepted |
| | | prescribed in individual orders. Payment shall be made within 30 days of receipt of a properly completed invoice. Invoices are to be submitted no more frequently than monthly and payment is authorized for partial deliveries of goods and services made during the prior monthly billing cycle." | recepted |
| Sec. 22 Page 5 | Warranty Conditions | Remove: "1 year" 6 months is standard "labor" warranty f/Add: "6 months" professional services. Open to negotiatin different warranty terms with user agence | |
| Sec. 30 Page 6 | Indemnity | Remove: "Actions" Add: "Gross Negligence" | Accepted |
| Sec. 31 Page 6 | Marketing | Add: "Both parties agree to allow the other party to use their name and logo within website, marketing materials and advertisements related to the scope of this contract." | Accepted, adding "with prior authorization" |

2 TAB 2 – PRODUCTS/PRICING SECTION IV.2.a)

2.1 Proposed Pricing (i, ii)

The proposed Cyber Security Solutions and Associated Products and Services (Cyber Security) Catalog contains the proposed Iron Bow part numbers; descriptions; and price, extended price, and discount-off lists. The catalog is provided on a flash drive as part of our response.

2.2 Pricing Availability (iii, iv, v, vi, vii)

Pricing is available to any Participating Public Agency (Agency) for the products and services proposed. The Agency will receive direct access to the Iron Bow Account Team, which provides solution development, configuration generation or validation, and quotes, as requested. Additional discounts may be offered to the Agency at the time of order placement; they are negotiated on a case-by-case basis.

Standard shipping will not be charged to the Agency unless it has unique delivery requirements (e.g., inside delivery). Based on customer requirements, Iron Bow will quote extended warranty above and beyond standard OEM warranty in accordance with minimum discounts outlined in the Cyber Security Catalog. In addition, return/restock fees may apply depending on the product and whether it is sourced directly from the OEM and/or through a distribution partner. We will clearly identify whether any return/restock fees apply at the time of quoting.

2.3 Contract Pricing Verification (viii)

The Agency can verify it is receiving contract pricing and has the flexibility to purchase according to actual need by using Iron Bow's quoting and order management process. The Agency will receive the best possible price, never exceeding the proposed contract price, using Iron Bow's core order management business system, which consists of:

- Oracle E-Business Suite (EBS) Provides data on catalog, contract, project, order, supply chain, and financial management, and our quote tool, within one database.
- Oracle iStore Provides secure, web-based access to EBS functionality for authorized agency personnel, including contract-specific catalog browsing.
- IronCare Service Desk Provides toll-free phone number customer support and trouble ticketing.

Agencies will receive an integrated data repository for all contract activity with Iron Bow's order management system. The Iron Bow Account Team uses EBS for all quoting, ordering, tracking, and reporting activities. In addition, secure web portals can be opened to provide contract-limited customer access to iStore and the IronCare Service Desk, as required. All quotes and orders are captured in EBS and can be linked to IronCare. Therefore, all order and delivery tracking and all contract reporting are based on the full scope of all contract activities regardless of the originating source.

A key IronCare module is the Iron Bow quote tool, which is an internally customized and automated quoting system that enables easy, consistent, and secure creation and management of customer quotes across all agency interaction channels. Integrated into IronCare in 2013, the current evolution of the quote tool is built on the industry-proven Oracle EBS. Iron Bow account teams leverage this tool to generate product quotes for thousands of federal, state, local, and commercial customers annually. Contract information, such as approved catalog products, product compliance, and pricing are loaded into the database and managed throughout the contract lifecycle.

2.4 Payment Methods (ix)

Iron Bow accepts all methods of payment. Other means of ordering include fax, email (with attachments in one of the prescribed formats), and paper copies (via U.S. mail or private courier), as well as electronic data interchange (EDI). Iron Bow will capture and incorporate all required information for order acceptance from all types of orders.

2.5 Update Frequency (x)

Iron Bow proposes a catalog contract with discounts by product category that we will hold steady for the life of the contract. Upon request for quote under the contract, we will meet the minimum discounts and provide additional discounts as appropriate. We will follow a technology refresh process to add new product categories and new proposed minimum discounts to the catalog.

2.6 Product Introductions (xi)

2.6.1 Technology Planning

The primary objective of the Iron Bow Account Team is to help Agencies make informed technology acquisition decisions that satisfy near-term requirements while supporting long-range goals.

Iron Bow leverages our close relationships with all industry-leading IT original equipment manufacturers (OEM) to provide Agencies with product roadmaps, advanced technology briefings, equipment for in-house evaluation, and access to Iron Bow and OEM lab and test facilities. This ensures Agencies have multiple options to consider and the technical support required to make informed IT purchasing decisions.

In addition to in-depth OEM information and resources, Iron Bow provides pragmatic, OEM-independent information and recommendations, including:

- Periodic Technology Assessments tailored to each Agency's environment and requirements
- High-level technical analysis by Technology Consultants experienced with the Agency's environment
- Maintaining a working interoperability lab capable of testing hardware and software products prior to their consideration for integration into the Agency's environment
- Insight into emerging technologies that may become available soon

Our OEM and distributor partnerships provide us access to virtually every IT OEM and product available. This enables us to quickly add products to the contract, ensuring they are priced and aligned with the proposed Cyber Security Catalog, which are requested by the Agencies. This makes the contract more appealing to Agency members and helps increase adoption of the contract.

2.6.2 Technology Additions

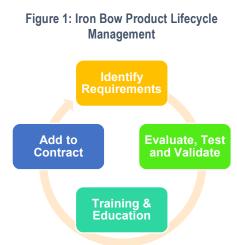
Iron Bow introduces new product offerings to the Cyber Security Catalog as soon as they are commercially available from the OEMs and evaluated by our program team as applicable to the scope of the Cyber Security contract. Iron Bow's Partner Alliance Team and Advanced Technology Group maintain a close working relationship with every OEM, supplier, and subcontractor we engage.

The Iron Bow Program Management Office (PMO) will respond quickly to customer requests for product additions so Agency needs can be met. We are currently performing this service on numerous existing contracts for customers such as the Virginia Information Technologies Agency (VITA), National Aeronautics and Space Administration (NASA), U.S. Army, National Institutes of Health (NIH), and Department of Veterans Affairs (VA). We provide mutually agreed upon encryption capabilities for secure documentation as required. Our process includes the following steps to enable timely evaluations for transmitting, receiving, and processing Technology Refresh quotes and other reports:

- Security Catalog, based on supplier websites or pricing documents
- Ensure price changes are forwarded to PMO
- Check pricing for errors and resolve any data issues

2.7 Additional Information (xii)

Update pricing regularly, ensuring compliance with Cyber



Iron Bow is a full-service solutions provider. We can provide a wide range of support for all the products we offer through this contract. We do this through a combination of internal service delivery engineers, OEM service delivery personnel, and subcontractors. A list of labor categories and rates is provided under Tab 2 – Labor Categories. Discounts for product categories outside the Cyber Security Catalog are provided under Tab 3 – Additional Products.

Regardless of the composition of the technical team for any given customer project, all projects are run by a certified Iron Bow Project Manager (PM) and follow our Project Management Methodology and Service Delivery Methodology (SDM), which incorporate best practices from the Project Management Institute (PMI); Cisco Prepare, Plan, Design, Implement, Operate, and Optimize (PPDIOO) approach, and Information Technology Infrastructure Library (ITIL), and serve as our governance structure, as depicted in Figure 2. These methodologies are supported by ISO 9001:2015 certified processes and procedures, as well as our ISO 27001:2003 Information Security Management System (ISMS). The SDM was designed to ensure that Iron Bow manages each project consistently and with complete customer satisfaction. While some simple services for some products can be ordered as a contract line item, most of our supporting professional services work is done by creating a Statement of Work (SOW), negotiating it to the customer's satisfaction, and then executing the project according to the SOW. These projects frequently require unique pricing and customer-specific terms.



Figure 2: Iron Bow Service Delivery Methodology

2.7.1 Implementation, Customization, Installation, and Project Management

Iron Bow has approximately 20 service delivery engineers on staff delivering a wide range of technical services to our customers. These engineers are all highly certified and provide architecture, design, implementation, and support services for networking infrastructure, unified collaboration, cyber security, and data center technologies. Iron Bow has the in-house capability to assess and design a custom solution as well as deploy, configure, and test that solution in accordance with pre-defined acceptance criteria. Our subject matter experts (SME) in these technologies can provide post-deployment training and support to ensure our clients are knowledgeable and capable of supporting the new technology after implementation is complete.

Iron Bow's PMs are experienced in providing oversight for complex implementations. They are responsible for managing all aspects of a project's service delivery, including communications, scheduling, scope, change control, and quality assurance (QA).

In addition to Iron Bow's native service delivery capabilities, we maintain partnerships with over 200 professional service subcontractors, allowing for a complete solution offering in every market segment. Many of these firms are small businesses, which helps Iron Bow meet government-defined small and disadvantaged business subcontracting requirements. Our SDM ensures all implementation projects are managed consistently and with high quality regardless of whether the engineers are Iron Bow employees, subcontractors, or a combination of both.

When Iron Bow uses subcontractors to provide technical services, we provide project management oversight to ensure all their personnel are trained and certified for the technologies they will be implementing. As the Prime Contractor, Iron Bow takes full responsibility for the performance of any subcontractors on a customer site. Our SDM ensures a consistent, quality-driven project whether Iron Bow or subcontractor services are used.

3 TAB 3 - PERFORMANCE CAPABILITY (SECTION IV.2.b.i-xii)

3.1 Company Information (Appendix D, Exhibit A, Section 3.1)

3.1.1 Iron Bow Technologies, LLC (A)

A. Brief history and description of Supplier to include experience providing similar products and services.

Iron Bow has more than 35 years of experience delivering professional services and technology solutions to federal, state, and local governments and commercial clients. We have gained extensive expertise and capability in critical areas of IT lifecycle management, and developed mature technical practices to support design, implementation, and management efforts for network infrastructure, collaboration, data center architecture, continuity of operations (COOP), data management, client and mobile utilization and optimization, and cyber security. Iron Bow is a unique organization in the market, possessing the aforementioned skillsets while maintaining the highest level of corporate certifications with many OEMs. Our performance has provided us extensive knowledge of the overall technology environment as well as issues encountered in daily operations.

As a Cisco Certified Security Master Partner, Iron Bow supports a variety of IT security services, including:

- Security Assessments
- Security Architecture Design
- Vulnerability Scanning
- Post-Incident / Post-Assessment Security Remediation
- Design, Installation, and Configuration of Security Solutions, including:
 - o Identify Management
 - Continuous Monitoring
 - Mobile Security
 - o Information, System, Data and Physical Security
 - Disaster Recovery
 - Public Key Infrastructure
 - Remote Monitoring/Intrusion Detection

Product Support: Our security SMEs support the following solutions: Cisco ASA Firewalls, Cisco Cyber Threat Defense (Lancope), Cisco Email Security Appliance, Cisco Web Security Appliances, Juniper UAC, McAfee Enterprise Security Manager, McAfee Network Security Platform, Meraki, Palo Alto, Sourcefire, and Tenable.

Cybersecurity Certifications: Protecting enterprise data and infrastructure has become one of the most critical roles of IT due to the rise of cyber-attacks. Cybersecurity is needed in every domain across the public and private sectors because each one collects, stores, and transmits data, much of which is sensitive information. As the amount of digital data and transactions grows, so does the need for cybersecurity professionals in a variety of roles. Iron Bow as a company is a Cisco Master Security Specialized Partner. Our security professionals hold a variety of certifications, such as:

- CompTIA Security + CE
- CompTIA Advanced Security Practitioner (CASP)

- Certified Ethical Hacker (CEH)
- Certified Information Systems Security Professional (CISSP)
- Certified Information Security Manager (CISM)
- Certified Information Systems Auditor (CISA)
- Cisco Certified intranetworking Expert (CCIE) Security
- Palo Alto Networks Certified Network Security Engineer (PCNSE)
- Information Systems Audit and Control Association (ISACA) CISA
- BSI Certified ISO/IEC 27001:2013 Leader Auditor

3.1.2 Sales Organization (B, C)

- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.

Iron Bow's sales staff is 123 strong nationwide. This includes a total of 41 outside or externally facing Account Managers, who are supported by 41 Inside Sales Representatives (ISR). Account Managers are also supported by pre-sales Consulting System Sales Engineers (CSE), of which we currently have 26. Our 15 Sales Managers round out the total sales organization.

Our sales staff covers Alabama, Arizona, California, Colorado, Delaware, Florida, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maryland, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Texas, Virginia, Washington, West Virginia, and the District of Columbia. We also have a presence in Guam and the Republic of Korea, and are continually expanding to additional locations.

Iron Bow has six office locations; addresses and numbers of employees are provided in Table 1.

Table 1: Iron Bow Locations

| Location | Address | Phone | Sales Persons |
|---|---|----------------------------------|------------------|
| Virginia Headquarters | 2303 Dulles Station Boulevard, Suite 400 Herndon, VA 20171 | (703) 279-3000 (800) 338-8866 | 32 |
| Virginia – PMO, Test and Integration Lab | 1015 Technology Park Drive Glen Allen, VA 23059 | (703) 279-3000 | 3 |
| Washington – Remote Sales/Engineering Office | 20415 72nd Avenue South, Suite 410 Kent, WA 98032 | (253) 867-1800 | 7 |
| Virginia – 24x7x365 Client Service Center (CSC) | 3635 Concorde Parkway, Suite 700 Chantilly, VA 20151 | (703) 279-3000 | 3 |
| Hawaii – Remote Sales/Engineering Office | 737 Bishop Street, Suite 2040 Honolulu, HI 96813 | (800) 338-8866 | 1 |
| Maryland – Remote Sales/Engineering Office | 1401 Mercantile Lane, Suite 300 Largo, MD 20774 | (240) 487-1400 | 14 |

3.1.3 Annual Sales (D)

D. Annual sales for the three previous fiscal years. a. Submit FEIN and Dun & Bradstreet report.

Annual sales for the past three years are provided in **Table 2**.



Iron Bow's FEIN is 26-1615129.

A copy of Iron Bow's latest Dun & Bradstreet report can be found in Appendix A.

3.1.4 Green Initiatives (E)

E. Describe any green or environmental initiatives or policies.

Iron Bow is frequently required to provide products that comply with environmental standards such as Energy Star and the Electronic Product Environmental Assessment Tool (EPEAT). In addition to these national standards, Iron Bow has supported California's Electronic Waste Recycling Act of 2003 by providing compliant products to customers there.

In our role as a solution provider, we identify products that comply with our customers' environmental requirements. We also capture and maintain this information, such as Energy Star compliance or EPEAT certification levels, in our central database system. We can provide this data to customers as part of the ordering/purchasing process, and provide contractual reporting that shows the purchase of environmentally sound products.

According to the U.S. Environmental Protection Agency (EPA), the largest contributor to greenhouse gas emissions is transportation. Iron Bow supports telework, reducing the number of cars on the road, thus reducing fossil fuel consumption and greenhouse gas emissions. Our headquarters building in Herndon, VA, has an automated energy management system (EMS) to turn off lights and adjust temperature in unoccupied areas, reducing energy use. Recycling bins and water bottle filling stations are located throughout the office, reducing the amount of waste sent to landfills.

3.1.5 Diversity Programs (F)

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Iron Bow is committed to providing an equitable opportunity for small business, Small Disadvantaged Business (SDB), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zone (HUBZone), Veteran Owned Small Business (VOSB), and Service Disabled Veteran Owned Small Business (SDVOSB) concerns to participate in subcontracting opportunities on our contracts. We continually seek to add diverse suppliers and subcontractors to participate on our contracts. This is demonstrated by our Individual Subcontracting Reports and Summary Subcontracting Reports, which Iron Bow is required to provide on several of our Government-Wide Acquisition Contracts (GWAC).

Iron Bow's Subcontracting Program is intended to use existing, as well as develop new relationships, with small business concerns to meet small business goals of our clients. Our outreach efforts include:

- Contacting minority and small business trade associations
- Contacting business development organizations
- Requesting sources from SAM and Small Business Administration's (SBA) Dynamic Small Business Search
- Attending small and minority business trade fairs and procurement conferences

Internal efforts to guide and encourage purchasing personnel include:

- Presenting workshops, seminars, and training programs to sales and program management personnel
- Establishing, maintaining, and encouraging use of small business, SDB, WOSB, HUBZone, VOSB, and SDVOSB concern source lists, guides, and other data for soliciting partners
- Monitoring activities to evaluate compliance with the participation and subcontracting plans

Iron Bow has established a Small Business Liaison Office (SBLO) that is responsible for development, distribution, and promotion of participation and use of small, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns. The SBLO coordinates events for staff to reinforce the requirements regarding utilization of small businesses and opportunities to work with Iron Bow. The SBLO maintains a list of small, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns in our Oracle database. These are available to all Iron Bow staff for review when seeking partners. The SBLO meets personally with representatives of small businesses that have the potential to do business with Iron Bow. This one-on-one contact surpasses the simple provision of information to a website from which we can later pursue relationships. This is the first step in building a long-term successful relationship.

Discounts off product and categories do not change when we partner with a small business.

3.1.6 Supplier Classification (G)

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

Iron Bow is a large business. Our socio-economic status for each diversity category requested is provided in **Table 3**.

Table 3: Iron Bow Socio-Economic Category

| Socio-Economic Category | Certification – Yes or No? |
|--|----------------------------|
| Minority Women Business Enterprise | No |
| Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) | No |
| Historically Underutilized Business (HUB) | No |
| HUBZone | No |
| Other recognized diversity certificate holder | No |

3.1.7 Subcontractor Relationships (H)

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

Iron Bow has existing relationships with outside subcontractors, consultants, and specialists. If necessary, we will engage them when surge requirements occur or a specialized skill is required for a project. Iron Bow's policy is to obtain prior written approval by the Agency prior to adding a subcontractor, consultant, or specialist to our team.

Iron Bow takes pride in its efforts to leverage small business initiatives within our own business operations. We look forward to playing an important role in helping Agencies continue and expand their initiatives in this area.

Iron Bow has extensive working experience partnering with small businesses within each socio-economic classification as a result of our federal government contracting work. We maintain an SBLO, headed by Ms. Jodie Vaughn, who is also our GWAC Service Center Manager. Ms. Vaughn will be actively involved in managing the Cyber Security contract, which is very similar in scope to federal government vehicles and so will be well positioned to incorporate small businesses under this contract.

The best way to utilize small businesses under this contract is to provide local "Related Services" for installation, implementation, and ongoing technical support. It is important to note that in any scenario where Iron Bow subcontracts any work to another company, we recognize our responsibilities as the Prime Contractor and party ultimately responsible for ensuring complete customer satisfaction. In addition, any work by small businesses would be performed under the direction of an Iron Bow PM, who would manage the work to ensure customer satisfaction.

For the proposed Cyber Security Master Agreement, we do not require additional support. However, as required, we are open to adding small businesses to the team to satisfy on-premise we have included.

3.1.8 Iron Bow Discriminators (I)

I. Describe how supplier differentiates itself from its competitors.

Agencies will benefit from Iron Bow's experience managing federal government contracts whose structure and function are very similar to this Cyber Security contract. Iron Bow has proven performance directly relevant to the Cyber Security program in terms of size, scope, and complexity. As a prime contractor, Iron Bow successfully manages more than 15 active Indefinite Delivery / Indefinite Quantity (IDIQ), GWAC, and Blanket Purchase Agreement (BPA) contracts with high-volume deliveries of products orders to federal end users across a disparate geography. We leverage our experience in administration and management of these types of vehicles to develop the information, tools, and services needed to ensure this contract's success.

The Iron Bow Account Team has access to our national sales organization to market and support the contract to Agencies nationwide. Iron Bow is capable of providing all required services to any Agencies. We will leverage our experience supporting all 50 states and 3 territories. In addition, Iron Bow maintains partnerships with over 200 professional service subcontractors, allowing for a complete solution offering in every conceivable market segment. Significant buying power, worldwide support capabilities, and senior technical resources enable Iron Bow to hold the highest-level certifications with

top-tier OEMs. Iron Bow leverages our internal resources, in addition to our distributor and OEM partners, to ensure we can serve any Agency regardless of location.

Our cyber security qualifications include being a Cisco Master Specialized Security Partner, with four CCIEs in Security on staff, and being a National Security Agency (NSA) certified Commercial Solutions for Classified (CSfC) Trusted Integrator. To minimize security risks and contain damage for the Public Agency, Iron Bow provides visibility and control across the full attack spectrum. We perform vulnerability assessments to look deeper at network traffic and discover anomalies that may not impact performance or security currently but may pose a threat in the future.

Our cyber security architects perform assessments to understand any weaknesses present through a combination of interviews, physical surveys, and automated scanning. Network vulnerability assessments are a critical part of continuous monitoring to proactively determine vulnerability to attacks and verify compliance with security best practices. We provide actionable findings to drive immediate remediation as well as architecture recommendations. We ensure appropriate remediation tools and plans are in place, so if an event does occur, the tools will immediately isolate it and provide visibility into how the attack entered the network and how wide it spread. Iron Bow helps determine the best tools to do this by first understanding the participating Public Agencies business, important assets, and operational capabilities. With that insight, we understand where in the cyber kill chain we can best stop attacks, recommend the best solution to remediate attacks when they do occur, and establish a risk plan. This defense-in-depth strategy ensures attack vectors are identified to effectively block attacks and creates a resilient network.

3.1.9 Litigation (J, K, L)

- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
- a. is a publicly held corporation and this reporting requirement is not applicable;
- b. is not owned or operated by anyone who has been convicted of a felony; or
- c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

Iron Bow, like most contractors, from time to time is involved in disagreements, payment issues, and disputes (e.g., Iron Bow is not paid after providing products and/or services). However, we do not reasonably anticipate that any such issues could hinder our ability to perform under the contract.

Iron Bow is not owned or operated by anyone who has been convicted of a felony, and there are no current or pending disbarment or suspension actions against our corporation.

3.2 Distribution and Logistics (Appendix D, Exhibit A, Section 3.2)

3.2.1 Iron Bow Offerings (A)

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

Iron Bow is a trusted source for a vast array of IT products and services for our customers, including:

• **Products** – Iron Bow is directly and formally authorized as a reseller by over 200 major OEMs. Many other OEMs do not require formal reseller authorization. All together, Iron Bow sold the

products of over 1,200 unique OEMs last year. We have access to over 2,000 additional OEMs through our partnerships with 10 major IT distributors.

- Professional Services Performed by experienced, OEM-certified engineers that support the full product lifecycle, from analysis and design through implementation and operational support.
- Complex Solutions Our staff is experienced in design, integration, deployment, and sustainment of complex multitechnology solutions that may include networking, UC, audio/visual (AV), Voice over Internet Protocol (VoIP), data center, video teleconference (VTC), wireless, and security components.

Iron Bow Technical Practice Areas

- Cloud Computing
- Collaboration (UC & AV)
- Cyber Security
- Data Center
- Enterprise Mobility
- Network Infrastructure

• CSC – Our CSC provides as-a-service, cloud computing, and managed services solutions.

Iron Bow has more than 740 employees and annual revenues over \$1 billion. Iron Bow is recognized as one of the top companies in our field by Computer Reseller News, the Washington Post, and the Washington Business Journal.

3.2.2 Nationwide Distribution (B)

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.

Headquartered in Herndon, VA, Iron Bow maintains sales and engineering offices across the continental United States and the Pacific Rim, and supports customers around the world.

Iron Bow is capable of providing all required services to Agencies nationwide. We will leverage our experience supporting all 50 states and three territories, as well as 12 countries in South America, Africa, Europe, and Asia. Iron Bow has offices nationwide, in Kent, WA; Honolulu, HI; Largo, MD; and Chantilly, Glen Allen, and Herndon, VA (headquarters). Our sales and engineering presence includes Alabama, Arizona, California, Colorado, Delaware, District of Columbia, Florida, Hawaii, Illinois, Indiana, Kentucky, Louisiana, Maryland, Montana, New Hampshire, New York, North Carolina, Pennsylvania, Texas, Virginia, Washington, West Virginia, Guam, and the Republic of Korea.

Our strategic approach to distribute products and services on the Cyber Security Catalog includes long-standing agreements with numerous distribution partners, helping to ensure we are highly responsive to nearly every Request for Quote (RFQ) that may be solicited under this Master Agreement. We leverage our distribution partners such as Synnex, Ingram Micro, ScanSource, Tech Data, and the OEMs themselves to support product fulfillment requirements. Having numerous options in securing constrained products ensures more timely delivery, and can result in cost savings for Agencies by leveraging promotions offered from our partners.

3.2.3 Pricing Distribution and Verification (C)

C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Iron Bow has several resources responsible for validating, measuring, and monitoring customer cost. Our Account Team is supported by ISRs, Customer Service, and Order Management to ensure customer

orders are placed in an accurate and timely manner and tracked through delivery. These teams handle communication with our OEM/distribution partners to take advantage of bulk purchase discounts and rebates, and handle all invoicing.

3.2.4 Processing, Handling, and Shipping (D)

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

Processing, handling, and shipping are not currently necessary for any items contained in the proposed Cyber Security Catalog. If later added products and/or products from the optional catalog require shipping, they will be drop-shipped directly from one of our distribution facilities listed in Section 3.2.5. Standard shipping will not be charged to the Agency unless it has unique delivery requirements (e.g., inside delivery).

3.2.5 Distribution Facilities (E)

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

Iron Bow leverages the following distribution partners as part of our business model:

- Synnex: Distributes more than 30,000 technology products from more than 300 of the world's leading and emerging manufacturers, and provides complete solutions to more than 20,000 resellers and retail customers in the U.S., Canada, and Japan. It has warehouses in Northern and Southern California, Texas, Mississippi, Illinois, Ohio, Virginia, and New Jersey.
- Ingram Micro: Represents more than 1,700 suppliers/OEMs with nearly 200 logistics centers worldwide. In the U.S., major offices include Miami, FL; Annapolis Junction, MD; Williamsville, NY; Plainfield, IN; Scottsdale, AZ; and Irvine, CA.
- ScanSource: Has headquarters in Greenville, SC, and 48 locations in North America, Latin America, and Europe. This includes 26 locations in North America alone.
- ImmixGroup, Inc.: Has a partner ecosystem that includes more than 300 manufacturers and 1,200 solution partners.
- **Tech Data:** Has more than 14,000 employees worldwide, \$37 billion in sales for fiscal 2020, more than 125,000 IT reseller customers, and was ranked No. 90 in the Fortune 500.
- 3.3 Marketing and Sales (Appendix D, Exhibit A, Section 3.3)

3.3.1 Master Agreement Go to Market Strategy (A, B)

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
- i. Creation and distribution of a co-branded press release to trade publications

- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
- OMNIA Partners standard logo;
- · Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- · Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

First 10 Days - Executive Buy-In

As part of our proposal development process, Iron Bow proactively obtains leadership's buy-in to pursue a contract of this type and size. For the past 7 years, Iron Bow's leadership has worked to mature our Collaboration-as-a-Service offering. An opportunity to market our tailored offering to the public sector through the OMNIA Master Agreement has already been well-received by the Executive Team. Upon award, Iron Bow's Transition Tiger Team, which includes resources from Sales, Marketing, Partner Alliance, PMO, Engineering, and our Managed Services departments, will deliver a contract briefing to our executive leadership outlining the 30, 60, 90-Day Marketing Plan in addition to our concept of operations for managing a contract of this size and importance. This transition team will work hand-in-hand with OMNIA Partners and our OEM partner, Cisco, to ensure the success of the contract.

First 30 Days – Planning and Marketing Material Development

During the first 30 days, several planning activities occur concurrently and will all be managed by our Transition Tiger Team.

Our PMO works with our Contracts and Legal Department to develop a Master Agreement Guide. The guide includes high-level, pertinent contract information for our end users. It includes sales and delivery point-of-contact information, and details of the contract parameters (i.e., period of performance, list of authorized users, and payment terms). The guide also includes ordering and invoicing instructions with a link to the product/service catalog. We will market the Master Agreement on Ironbow.com and social media outlets, posting relevant past performance and links to contract-specific usage and ordering guides and other custom-developed collateral to support the end-user community.

Sales and Marketing collaborate to perform a Strengths, Weakness, Opportunities, and Threats (SWOT) analysis and competitor analysis to tailor our cyber security messaging to our target audience. We will work with OMNIA Partners to define and document a list of top public sector clients. This information is incorporated into our marketing and training materials.

Our Marketing Team develops a press release in conjunction with OMNIA Partners. The press releases are placed on our external corporate website and all applicable trade publications. In addition, the team works with Sales, Engineering, and OMNIA Partners to develop, publish, and distribute co-branded marketing materials. This includes items such as white papers, brochures, and postcards.

Our Sales Operations Teams establish the mechanisms by which end users will place orders, receive status, and pay invoices. They act in a supportive role to all of our sales teams and customers to ensure information is timely, relevant, and consistent, as well as answering certain questions as they relate to the services they provide. The teams also work with customers on Return Merchandise Authorization (RMA) requests, missing information requests, and software licensing delivery.

First 60 Days - Master Agreement Training and Education

To ensure our sales force and support teams understand the terms, conditions, value, strategy, and construct of the contract, Iron Bow prepares a training for Sales, Engineering, and Operations. The purpose of the training is to provide information on contract background, period of performance, authorized users, terms and conditions of use, scope of services, pricing construct, reporting requirements, EBS configuration, and any other topics of relevance to the roles leveraging it.

First 90 Days - Proactive Outbound Communications

Iron Bow takes a proactive, multi-pronged approach to Marketing Demand Generation. Seventy percent of potential customers perform research online before reaching out to a sales representative. We will seek to work with our OEM partner, Cisco, on planning and hosting end-user facing events such as webbased and/or in-person technology briefings, executive roundtable discussions, webinars, solution-oriented public events, trade shows, and other state-run technology forums, conferences, and events.

We have a robust social media program that in the past year gained 3,600 engagements on Twitter, drove 1.3 million Twitter impressions, and 80,000 Linked in impressions. We garnered over 104,000 clicks via Twitter and 534 clicks via LinkedIn in support of partners and TechSource blog content. Iron Bow's TechSource is a blog about the issues facing the government and industry today and the technologies being adopted to help overcome them. Iron Bow contributors created 29 pieces of original content on our TechSource blog (https://ironbow.com/techsource/) year to date.

Our proactive Public Relations (PR) Program will assist our sales force in building relationships with media outlets/reporters for OMNIA Partners Education users. Our Communications Team will assist with development and publication of press releases, technical white papers, media pitching, and engagement around product/solution announcements. We will also increase Iron Bow's exposure by targeting top publications read by our customers. Finally, Iron Bow will leverage any opportunity to increase participation in speaking opportunities, positioning our top SMEs to evangelize the solutions we can provide on the Master Agreement.

We commit to ensuring this Master Agreement is properly positioned in the market and given ample opportunity to grow and succeed through a broad and diverse marketing program. We will consistently

work with OMNIA on refining content, messaging, advertising, and branding efforts to ensure we are in line with and/or exceeding expectations.

Post - 90 Days

To achieve an effective collaborative working environment, Iron Bow's Program Manager schedules semi-annual planning meetings. These meetings will focus on pending opportunities, joint marketing activities, any issues being experienced by the team, and lessons learned. Iron Bow will work to support subcontractor participation in all open discussions to ensure issues are raised early and resolved promptly. This approach ensures there are clear lines of communication among our partners and encourages process improvement.

Transition Plan (C)

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.

Iron Bow will work hand-in-hand with our dedicated program managers at OMNIA to map out a list of Chief Procurement Officers (CPO) at all major accounts throughout the U.S. We will then begin scheduling meetings with the CPOs to ensure they have the appropriate knowledge of our Master Agreement and a clear understanding of the advantages such a contract brings to them. Our nationally oriented account management teams will then continue educating all our Agency customers on the benefits of this new contract they can leverage with us. Our goal will be to leverage this contract with all our existing and new Agency customers looking for a cyber security solution.

In terms of other cooperative contacts, Iron Bow currently holds a contract with VITA whereby we provide Device-as-a-Service to all of VITA's participating agencies in the Commonwealth of Virginia. This End User Services, Computing Devices, and Hardware contract involves delivery and servicing of about 58,000 devices across 85 state agencies. We will work hard with all these agencies to educate and position the cyber security solution that this Master Agreement will bring to them. We believe there is a tremendous advantage we can bring to this contract and the customers and prospects we can get it in front of.

Aside from the above, Iron Bow is not currently a prime owner of any other cooperative agreements. We utilize cooperative agreements through our distributor partnerships who hold similar contracts as an Agent. We would transition all that business where applicable to this Master Agreement.

3.3.2 Iron Bow Logo (D)

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.

Iron Bow will provide its logo and permission for its reproduction to OMNIA Partners for marketing communications and promotions. A request for the material along with file requirements can be sent to our Account Team at any time post-award. They will provide OMNIA Partners with any organizational marketing material requested.

Iron Bow advertises current clients who request to be advertised on our webpage, www.ironbow.com. With permission, we would be pleased to advertise the OMNIA Partners logo on this site. We

acknowledge that permission is required to use OMNIA Partners logo in promotional and marketing material.

3.3.3 Proactive Direct Sales (E)

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

Iron Bow leverages a variety of traditional and digital outreach tactics to engage Agencies using effective messages, materials, and channels to use the Master Agreement for solution sales. External outreach to the agencies includes digital outreach, public relations activities, and content creation and distribution. Digital outreach blends website development and enhancement, social media engagement, online advertising, and OMNIA Partners publications. All outreach programs Iron Bow uses for the OMNIA Partners Master Agreement will display the OMNIA Partners logo. Advantages of the Master Agreement will be communicated to Public Agencies nationwide and will include, at a minimum, that the Master Agreement is:

- Solicited and publicly awarded by a Principal Procurement Agency
- Offers best pricing to Public Agencies
- Free to participate
- Non-exclusive

Additional details on our overall Marketing Plan appear in Section 3.3.1, First 90 Days.

3.3.4 Sales Training (F)

- 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

Successfully training internal audiences requires engaging stakeholders to serve as intermediaries and champions, promoting the changes through internal communication channels and outreach products, and delivering timely training. Iron Bow creates the tools needed to ensure staff are aware of the contracts available to them, comfortable using them, and capable of promoting them to others.

To ensure proper promotion of the Master Agreement, Iron Bow trains its national sales force in several ways. Some examples of training methods are outlined in **Table 4.**

Table 4: Examples of Iron Bow Training Methods

| Training Type | Description |
|-----------------------------|--|
| Master Agreement Literature | We will provide OMNIA Partners Master Agreement literature, including key features and |
| | benefits, that can be distributed to participating Public Agencies and the national sales force. |

| Training Type | Description |
|----------------------|---|
| Lunch and Learn | We hold regular Lunch and Learn briefings to provide information to the sales team that includes the solicitation process, new contract features, and technology trainings. |
| Contracts One-on-One | Our Contracts Team members often lead sessions directly with new employees and interested account managers in a one-on-one setting to discuss the range of Public Agencies that can use the Master Agreement. |
| Weekly Sales Meeting | We hold weekly sales meetings via Cisco Webex to discuss issues, progress, and status of contracts. |
| Contracts Guide | We develop a Contract Guide for our national sales force available on the sales intranet page. |

3.3.5 Key Resource Contact Information (G)

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

Key resources and their contact information are provided in **Table 5**.

Table 5: Key Resource Contact Information

| | Table 5: Key Resource Contact Information | |
|---------------------|--|--|
| Department | Contact Information | |
| Executive Support | Bill Saltenberger, Commercial General Manager | |
| | Bill.Saltenberger@ironbow.com | |
| | (703) 279-3060 | |
| Marketing | Josie Smoot, Director, Marketing | |
| | Josie.Smoot@ironbow.com | |
| | (703) 293-6718 | |
| Sales | Katie Barton, Senior Account Manager | |
| | Katie.Barton@ironbow.com | |
| | (703) 234-5665 | |
| Sales Support | Taylor Murphy, Inside Sales Representative | |
| | <u>Taylor.Murphy@ironbow.com</u> | |
| | (703) 279-3088 | |
| Financial Reporting | Yvonne Rogers, Senior Manager, Business Operations Manager | |
| | Yvonne.Rogers@ironbow.com | |
| | (703) 462-6302 | |
| Accounts Payable | Mike Jumilla, Accounts Payable Manager | |
| | Mike.Jumilla@ironbow.com | |
| | (703) 462-6430 | |
| Contracts | Jodie Vaughn, Senior Contracts Manager | |
| | Jodie.Vaughn@ironbow.com | |
| | (703) 674-5283 | |

3.3.6 Iron Bow National Sales Team (H)

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.

Management Structure

Iron Bow's executive, account, and project leadership teams, outlined in **Figure 3**, provide the vision and expertise required to consistently deliver leading IT solutions and services that help customers excel in their missions. We use simple, well-defined interfaces to facilitate interaction throughout the organization, focusing on clear lines of communication and control.

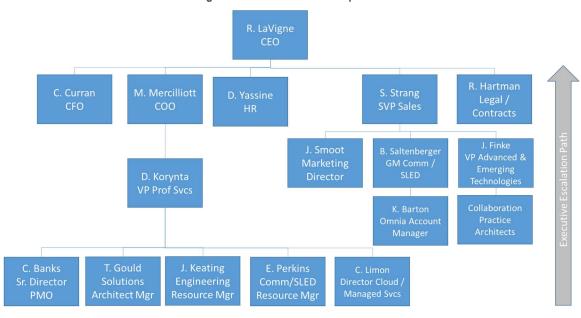


Figure 3: Iron Bow Leadership Team

With the depth and breadth of requisite experience, our Executive Leadership Team provides strategic oversight in their areas of focus:

- President and Chief Executive Officer (CEO) Rene LaVigne is responsible for driving Iron Bow's
 strategic initiatives to align with the dynamic technology landscape and customer requirements, while
 also creating a top workplace culture for our employees. Rene's forward-thinking and motivation are
 behind the Iron Bow "customer first" culture that keeps us at the forefront of the IT industry.
- With more than 25 years of experience working for leading IT solutions providers, Chief Operating
 Officer (COO) Marc Mercilliott is a versatile technology leader with expertise in large-scale IT
 operations and technology services. He designs and implements business strategies, sets
 comprehensive goals for performance and growth, oversees daily operations of the company, and
 evaluates performance by analyzing and interpreting data and metrics.
- Chief Technology Officer (CTO) Jim Smid aligns technology vision with business strategy by integrating our company processes with the appropriate technologies. He is also responsible for all aspects of developing and implementing technology initiatives. He provides direction in all technology-related areas, such as cloud, collaboration, data center, mobility and end-user devices, networking, cyber security and digitization, and the Internet of Things (IoT).
- The CTO works collaboratively with **Darryl Korynta**, our Vice President of Professional Services. Mr. Korynta is responsible for Iron Bow's Customer Assurance Program, which focuses on engineering and program management to effectively meet our customers' requirements.
- Charlie Curran, our Chief Financial Officer (CFO), performs effective risk management and plans and oversees our financial strategy. The CFO is a critical function, ensuring cash flow is appropriate for operational expenses. He also supervises all finance personnel in the execution of their duties, and manages vendor relationships.

Iron Bow's other organizational units—Sales, Finance, Professional Services, Contracts, and Human Resources—will provide critical resources to ensure continuity in operations for our OMNIA Partners project team.

Account Team

OMNIA Partners will have a dedicated Account Team that includes an Account Manager, an ISR, and a CSE. This team will provide the core program support for the Agency. It will be supported by Iron Bow's technology consultants to provide technical solutions for the Agency. **Figure 4** shows the high-level organization of the company and key management personnel. **Figure 5** provides further detail on the SLED sales team. Additional information on the background and experience of the proposed key resources can be found in Section 4.1.2 Key Employee Experience.

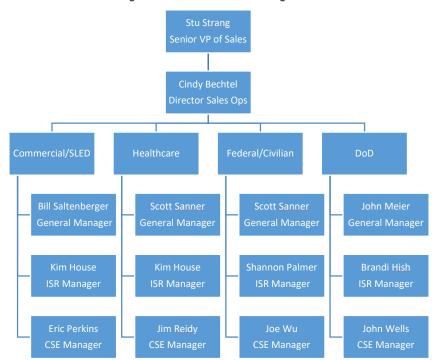
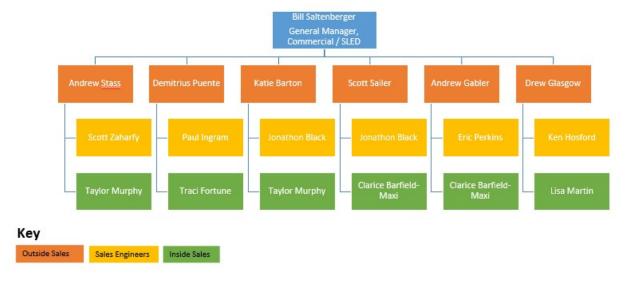


Figure 4: Iron Bow Sales Management





Engineering Support

Our engineering teams have been strategically grouped to provide pre-sales, deployment, managed services, and futurist SME support to our customers.

Advanced Technology Consultant Group: Providing subject matter expertise in their fields, these engineers are responsible for continuously identifying technology trends and adding the appropriate portfolio of products to support our competencies. The group includes 11 SMEs, 4 of whom are CCIEs, some holding dual CCIE certifications. Of note: Mr. Josh Finke is responsible for Cisco Collaboration, including UCM Cloud; Mr. Rob Chee is a dual CCIE and leads our Cyber Security Practice; Mr. Greg Stemberger (a previous triple CCIE) manages our Next Generation Networking practice; Mr. Dan Klanderman leads Video and Healthcare solutions; and Mr. Brandon Lockhart manages Data Analytics and RMF solutions.

Solutions Architecture Group: This group Leads design and architecture activities for our clients. These resources are senior-level experts in their fields and are brought in to solve the most complex technology challenges. The group is managed by a dual CCIE (Data Center and Collaboration) and team leads that align with our core competencies, including AV, Wireless, Collaboration, Security, Next Generation Networking, and Data Center. The team is comprised of 13 engineers, 5 of whom hold either dual or triple CCIE certifications in Voice, Route/Switch, Collaboration, Security, and/or Data Center.

Technical Assistance Group (TAG): Our TAG is responsible for assisting our sales teams with configuring every-day, run-rate quotes. The team is made up of three engineers who all have strong Cisco backgrounds.

Consulting Sales Engineers: Aligned with each of our Business Units (Department of Defense [DoD] East, DoD West, Civilian, Healthcare, Commercial/SLED), our CSEs are part of a 1:1 or 1:2 CSE-to-Account Manager team ratio. The CSE is responsible for all pre-sales activities, including initial customer meetings, identifying potential solutions, bill of materials (BOM) development, scope of work development, and management of transitional responsibilities when handing projects over to a delivery team. Five CSEs directly support the Commercial/SLED team.

Engagement (Delivery) Engineering Team: The team represents the talent responsible for implementation, configuration, and training for our customers. It is comprised of 14 engineers and one manager.

Cloud and Managed Services Team: Located in our CSC in Chantilly, VA, this team is responsible for product management, including product development and daily operations of our managed service center and portfolio of offerings. Our CSC staff is comprised of over 35 Tier 1–3 Help Desk engineers who manage our Telehealth, Cloud and Managed Services, and Warranty Services offerings. Nearly all these individuals have some level of Cisco certification; many maintain Cisco Certified Network Associate (CCNA) and Cisco Certified Network Professional (CCNP) certifications.

3.3.7 National Program Implementation and Expansion (I)

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

Upon contract award, the Iron Bow Marketing Department will work with OMNIA Partners to create the materials/programs to publicize the Master Agreement to the appropriate end users. Current marketing strategies include radio and print advertising, joint telemarketing campaigns, marketing via local area

sports franchises, and development and distribution of customized sales collateral. We currently use techniques such as direct mailers, seminars, and webinars to promote the latest and greatest technology to our clients. Direct mailers can be sent to Public Agencies that showcase available products and benefits of the Master Agreement. We can also issue these mailers as products are refreshed or added to the Master Agreement. The Marketing Department holds regular seminars and puts together webinars on the newest and most popular technologies we provide. Public Agencies will be able to take full advantage of these marketing services.

Iron Bow takes a proactive, multi-pronged approach to Marketing Demand Generation. Seventy percent of potential customers perform research online before reaching out to a sales representative. We will market the OMNIA Partners Master Agreement on Ironbow.com and social media outlets, posting relevant past performance, links to contract-specific usage and ordering guides, and other custom-developed collateral in support of the end-user community. We will seek to work with Cisco on planning and hosting end-user facing events, such as web-based or in-person technology briefings, executive roundtable discussions, webinars, solution-oriented public events, trade shows, and state-run technology forums.

Iron Bow has a robust social media program that in the past year gained 3,600 engagements on Twitter, drove 1.3 million Twitter impressions, and 80,000 Linked in impressions. We gained over 104,000 clicks via Twitter and 534 clicks via LinkedIn in support of partners and TechSource blog content. Iron Bow's TechSource is a blog about the issues facing the government and industry today, and the technologies being adopted to help overcome them. Iron Bow contributors created 29 pieces of original content on TechSource (https://ironbow.com/techsource/) year to date.

Our proactive PR program will help our sales force build relationships with media outlets/reporters for OMNIA Partner's Education users. Our Communications Team will assist with development and publication of press releases, technical white papers, media pitching, and engagement around product/solution announcements. We will increase Iron Bow's exposure by targeting top publications read by our customers. Finally, we will seek to maximize speaking opportunities, positioning our top SMEs to evangelize the solutions we can provide on the OMNIA Partners Master Agreement.

Iron Bow will ensure, as described elsewhere in this proposal, that all of our Commercial/SLED Account Managers, CSEs, and ISRs are fully trained on how to properly market, support, leverage, position, and ultimately grow the amount of revenue processed through this Master Agreement.

We commit to ensuring this Master Agreement is properly positioned in the market and given ample opportunity to grow and succeed through a broad and diverse marketing program. We will consistently work with OMNIA on refining content, messaging, advertising, and branding efforts to ensure we are in line with and/or exceeding expectations.

3.3.8 National Program Management (I)

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Iron Bow currently supports several major federal government procurement vehicles, which serve the same purpose as the OMNIA contract and are structured in a similar manner. These contracts include GWACs that are run by one contracting authority, though any government agency can buy products from the pre-competed contracts. This provides ordering agencies with a simple way to obtain required

IT products while providing them bulk discount pricing. IDIQ contracts are very similar to GWACs, but they are limited to one government agency. However, they are open to many agency buyers from different organizations and geographic locations. We work to drive business through the vehicles and increase their use across the government.

Utilizing these contracts enables ordering agencies to receive the best possible pricing even for smaller orders which normally would not carry deep discounts. The purpose and the structure of these vehicles is identical to the goals and structure of the OMNIA contract and Iron Bow will provide OMNIA Partners with strong support to grow the use of the contract across the nation.

Iron Bow's GWAC, IDIQ, and BPA contracts are listed in **Table 6**.

Table 6: Iron Bow GWAC and IDIQ Contracts

| Contract Name | Contract Number | PoP (w/ Option Years) | Туре | Revenue to Date |
|--|-----------------------|------------------------|------|--------------------|
| U.S. Army Information Technology Enterprise Solutions – 2 Hardware (ITES-2H) | W91QUZ-07-D-0010 | 2/09/2007 – 07/23/2016 | IDIQ | \$2.1B |
| U.S. Army ITES-3H | W52P1J-16-D-0014 | 2/22/2016 – 02/21/2021 | IDIQ | |
| U.S. Army ITES-3 Services (ITES-3S) | W52P1J-18-D-A061 | 9/25/2018 – 9/24/2027 | IDIQ | \$2.4M |
| NIH Chief Information Officer – Commodities and Solutions (CIO-CS) | HHSN316201500058W | 5/01/2015 – 05/30/2025 | GWAC | \$31.4M |
| NASA Solutions for Enterprise-Wide Procurement (SEWP) IV | NNG07DA39B/NNG07DA39B | 5/01/2007 – 04/30/2015 | GWAC | \$620.0M |
| NASA SEWP V | NNG15SC41B | 5/01/2015 - 04/30/2025 | GWAC | \$223.1M |
| General Services Administration (GSA) IT Schedule 70 | GS-35F-0251V | 2/24/2009 – 02/23/2029 | GWAC | \$239.7M |
| U.S. Air Force Network-Centric Solutions (NETCENTS) 2 | FA873-13-D-0017 | 11/06/2013 – 11/5/2019 | IDIQ | \$593.6M |
| Department of State (DOS) VTC | 19AQMM18D0035 | 4/10/2018 – 04/15/2023 | IDIQ | \$22.4M |
| VA Clinical Enterprise Videoconferencing Network (CEVN) | VA119-15-A-0131 | 9/30/2015 – 09/29/2020 | BPA | \$593.1M |
| Federal Bureau of Investigation (FBI) Information Technology Acquisition Program (ITAP) | DJF-15-1200-V-001531 | 1/23/2015 – 01/22/2020 | IDIQ | \$437.4M |
| Federal Aviation Administration (FAA) Strategic Sourcing for the Acquisition of Various Equipment and Supplies (SAVES) Hardware | 692M15-19-D-00015 | 8/1/2019 – 07/31/2024 | IDIQ | \$2.2M |
| FAA SAVES VTC | 692M15-18-D-00004 | 2/21/2018 – 2/20/2023 | IDIQ | \$4.8M |
| Huntington Ingalls Incorporated (HII) Newport News Shipyard (NNS) End- User Device Support | 4600003109 | 12/9/2015 – 12/8/2020 | IDIQ | \$48.4M |
| NIH GSA BPA | HHSN263200900348B | 9/29/2009 – 1/31/2020 | BPA | \$232K |
| Smithsonian BPA | 16-BPA-410-0000350497 | 6/6/2016 – 6/5/2020 | BPA | \$8.9M |
| Social Security Administration (SSA) GSA BPA | SS00-14-40023 | 9/29/2014 – 3/28/2020 | BPA | \$12.3M |

3.3.9 Iron Bow Public Agency Sales (J)

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Iron Bow has worked with public sector clients for many years. Such education clients include Johns Hopkins University, The Catholic University of America, George Mason University, Georgetown University, University of Maryland Medical System, Carmel School District, Miami-Trace High School, Frederick Community College, and University of Colorado. In terms of local government entities, Iron Bow has worked with the City of Jacksonville, City of Winchester, City of Tampa, Orange County (CA) Comptroller's Office, State of North Carolina, North Carolina Department of Information Technology, North Carolina Department of Revenue, North Carolina Department of Health and Human Services, and West Virginia Office of Technology.

Recently Iron Bow was awarded the End User Services-Computing Devices and Hardware contract with the VITA. The value of the contract is \$340 million over a 5-year base with two 2-year options.

This procurement is a component in VITA's overall strategy to implement a new IT Infrastructure Services Program (ITISP) throughout Virginia. Iron Bow will deliver a managed service solution that includes acquisition of devices and peripherals; field services and technical support; software services, to include software distribution, client image engineering, and patching and updating; as well as hardware services, to include product selection and refresh and replacement.

VITA provides Iron Bow significant exposure throughout Virginia, in the sense that we staffed up with more than 150 new Iron Bow employees who deployed throughout the commonwealth in support of the more than 85 state-related agencies. Such name-brand exposure affords Iron Bow tremendous access and the ability to drive valuable conversations through the other public sector agencies and educational facilities.

Iron Bow would intend to leverage our VITA experience as a way to the table with all OMNIA related end users, as it serves as a way for us to educate them on newer and alternative ways to think about how to best tackle a more streamlined and centralized approach to IT. Through such educational outreach, our intention would be to move the conversations toward OMNIA and Cisco UC-oriented topics, strategies, and interest.

Table 7 is a list of Iron Bow's top 10 Public Agency customers, along with the total purchases for each for 2019. A key contact for each will be provided upon request.



3.3.10 Information Systems Capabilities (K)

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

The Iron Bow Order Management System was developed as a complete product provisioning solution with an emphasis on the unique support requirements inherent in product procurement contracts. This system has been proven over the last 10 years to successfully achieve these goals. Iron Bow continually re-evaluates capabilities, efficiencies, and system accuracy, taking into consideration technology improvements that may enhance our existing support features.

Iron Bow Quote Tool

A key IronCare module is the Iron Bow quote tool, which is an automated quoting system that enables easy, consistent, and secure creation and management of customer quotes across all customer interaction channels. The quote tool is an internally customized quoting application. Integrated into IronCare in 2013, the current iteration of the tool is built on the industry-proven Oracle EBS platform. Iron Bow account teams leverage this tool to generate product quotes for thousands of federal, state, local, and commercial customers annually. Contract information, such as approved catalog products, product compliance, and pricing, are loaded into the database and managed throughout the contract lifecycle.

The quote tool will be used by the Iron Bow Account Team to support Participating Agencies. The team will provide solution development, configuration generation or validation, and quotes as requested. The team can be reached by phone or email. Contact information will be provided to the Agency upon award.

eCommerce / Shopping Cart Capabilities

Iron Bow's eCommerce capabilities are built using the Oracle iStore platform. iStore is an electronic commerce application that enables us to build, manage, and personalize powerful, global, and scalable internet storefronts. Iron Bow has seamlessly integrated iStore with Oracle's Enterprise Resource Planning (ERP) applications to create powerful internet store sites for selling products and services in a secure and personalized environment. Our iStore supports both business-to-business (B2B) and business-to-consumer (B2C) selling models. Currently, Iron Bow is supporting multiple federal customers with unique storefronts built on the iStore platform.

Order Placement

Oracle EBS serves as the primary mechanism for placing and entering orders. Iron Bow accepts all forms of Purchase Orders. Other means of ordering include fax, email (with attachments in one of the prescribed formats), and paper copies (via U.S. mail or private courier), as well as EDI capabilities. We will capture and incorporate all required information for order acceptance from all types of orders.

Order Tracking

Iron Bow has implemented iSupport and Install-Base as additional modules within our instance of EBS to provide a web-based interface where our Account Team or authorized customer buyers have access to tracking numbers and delivery status.

Order tracking from receipt to final delivery is captured by IronCare via secure connections to our vendors, OEMs, and logistics partners and added to the database. All order tracking information is made available to the purchasing Agency and Iron Bow Account Team. Agencies will be able to access up-to-date information on the status of all orders by either contacting the Account team or Via the customer portals.

Credit Card Orders

Iron Bow currently accepts credit card orders via phone or the web portal within our iStore module, and can extend this support to the participating Public Agency, if applicable. Purchasing thresholds can be set as desired. IronCare will capture all required information necessary to provide the Agency with full and detailed reporting of credit card use. This automation will help limit any errors that may occur from human intervention. Orders will be screened and only accepted when found to be in accordance with the order requirements established by the Agency for credit card use.

Order Modifications

Should the need arise for order modifications or delivery change requests, Iron Bow will follow our ISO-certified change management process that is based on PMI Program Management Body of Knowledge (PMBOK) best practices. This process focuses on controlling changes to the baseline order to ensure order delivery success and provides all parties with a recorded trail of changes made to the baseline order or delivery schedule. Once a change is proposed, it is reviewed and its impact on the current order status is assessed. Alignment of the proposed change with delivery objectives is validated and either approved or rejected, and the decision is communicated to all affected stakeholders. Adjustments reflecting the changes are then made to the order.

Order Invoicing

Once equipment has been delivered and accepted at the customer site, invoices will be exported from the system in accordance with contract terms and submitted to the Agency for payment.

Scheduled and On-demand Reporting

The Iron Bow Report Server is built on Reporting Workbench from Polaris for Oracle EBS. This is a powerful and robust reporting application for creating very simple to highly complex reports for our internal organizations and our customers alike. Reporting Workbench provides access to real-time data and has been configured to generate high-quality reports on catalog management, quoting, order management, supply chain, financial applications, and other things. For dashboards, trending, and historical reporting, Iron Bow has implemented Oracle Business Intelligence and Analytics.

Our Report Server can be configured to automatically generate regular, customized reports in the specific format required to meet any OMNIA Partners reporting requirements, such as Quarterly Contract Usage. In addition, Iron Bow can support Agencies throughout the contract lifecycle with fully customized report capabilities that can be provided on an ad hoc, on-demand basis. Iron Bow has been requested to provide this level of support on a number of occasions and will extend this benefit to OMNIA Partners if desired. Some examples of custom reporting requests we have supported are sales breakdown by Contract Line Item Number (CLIN), number of orders received by month, number of orders shipping to a geographic area (e.g., Southwest United States), or orders by Participating Agency.

The Report Server captures dozens of data points by fully integrating with the various support modules (e.g., EBS, quote tool, iStore, IronCare Ticketing, catalog management tool). Information capture is done automatically between the various subsystems, eliminating the potential for cross-system data entry errors. Reports can be generated based on specific fields, and customized filters can be applied to gather multiple data sets and value ranges. With this ability, Iron Bow can provide customers a broad range of insights into contract performance and metrics. As previously mentioned, our Report Server architecture has significant flexibility, enabling easy addition of data fields at the customer's request. For example, Iron Bow does not normally track the environmental status of a product beyond EPEAT or ENERGY STAR compliance, but additional fields could be added to support the Agency's specific environmental requirements.

In addition to OEM-provided warranty and maintenance, Iron Bow offers a supplemental level of support through IronCare. By choosing an IronCare package, clients are provided an 800 telephone number giving program customers access to our CSC help desk in Chantilly, VA. This system is used to report any issue with an order, delivery, installation, or invoicing, and ensure rapid problem resolution. Every call results in the issuance of a Trouble Ticket generated from our IronCare Trouble Ticketing system. The internal ticketing system captures a unique set of information for each contract. These data sets are cataloged, similar to the data elements captured by our Quote Tool and iStore solution (where applicable), and made available as reporting metrics through integration with the Report Server. The ticketing system collects the following information, and more; fields are fully customizable, where applicable, per customer request:

- Ticket Number
- Assigned Help Desk Representative
- Contract Number
- Delivery Order Number
- End User POC
- End User Location
- Defective Item CLIN

- Defective Item OEM Part Number
- Item Dead-On-Arrival?
- Item Damaged?
- Wrong Item Received?
- Issue Resolution
- Return-to-Service Time

Optional Asset and Configuration Management

IronCare captures the asset and configuration management data for every order shipped under every contract. This data can be shared with our customers to enable data imports into local asset management systems. It can also be used for a variety of other applications, including tracking aging assets for refresh, flagging software licenses that require renewal, and notifying customers when maintenance renewals are due.

Quality Control Process/ISO Certification

Iron Bow maintains both an ISO 9001:2015 and ISO 27001:2013 certificate. The scope of the current ISO 9001:2015 certificate includes all business processes executed against, to enable effective and efficient execution of customer requirements. The scope of the current ISO 27001:2013 certificate includes inspection of all physical and system security controls instituted to ensure all customer and employee data is handled in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-53r4 guidelines, which are also in alignment with ISO 27001 security standards. Compliance is continuously reviewed through daily, weekly, and monthly internal inspection. It is also

validated annually through a rigorous third-party inspection and validation audit. Iron Bow's commitment to quality and continuous improvement is supported by our implementation of a structured Management Review Framework model.

This framework was put in place to ensure business process inefficiencies and security risks are reviewed at every level of the organization, with the necessary frequency, ensuring risks and vulnerabilities are known, assessed, and remediated. Metrics and analytics ensure inspection and trend analysis is performed, looking for patterns of inefficiencies and opportunities for improvement. Customer feedback surveys are also used, to validate that objectives are met and customers are continuing to benefit from our model of inspection and continuous improvement. Iron Bow has consistently exceeded our overall annual objective to achieve a minimum rating of 4.7 out of 5.0.

3.3.11

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| | | |

3.3.12 Responding to Formal Solicitations (M)

- M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
- ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
- iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
- iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

In cases where a Public Agency releases its own solicitation without utilizing the Master Agreement, Iron Bow will reach out to the issuing/procurement office and notify them we hold the Omnia UCaaS Master Agreement and educate them on the strength of such a contract. We will provide collateral regarding the contract's terms and conditions, and will respond to the solicitation with Master Agreement pricing, if authorized/approved by the Public Agency. In this situation, contract sales would be reported by our program office to OMNIA Partners.

If we find ourselves facing competitive conditions requiring pricing lower than what we have as the standard Master Agreement not-to-exceed pricing, Iron Bow will respond with lower pricing through the Master Agreement. If Iron Bow is awarded the contract, we will report such sales as contract sales to OMNIA Partners under the Master Agreement.

In the unlikely event the Public Agency refuses to utilize the Master Agreement, Iron Bow will respond with pricing higher than the agreement. In these situations, contract sales will not be reported to OMNIA Partners. If alternative or multiple proposals are permitted, Iron Bow will respond with pricing higher than our Master Agreement, and include the agreement as the alternate or additional proposal with the better pricing.

3.3.13 OMNIA Partners Documents (IV.2.b.ii, IV.2.b.iii)

Iron Bow understands that Appendix D, Exhibit B, OMNIA Partners Administration Agreement must be signed prior to contract award. We have reviewed and proposed all exceptions to the OMNIA Partners Administration Agreement in Appendix B, Terms and Conditions Acceptance Form.

In addition, we have included completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance. These forms are inserted at the end of Tab 3.

3.3.14 Emergency Downtime (IV.2.b.iv)

Iron Bow maintains a Disaster Recovery Plan to protect against possible service interruption due to a disaster. A disaster is defined as Iron Bow's inability to perform all or some of our regular roles and responsibilities for a period of time due to an event caused by man or nature. We further define disasters as the following:

- One or more vital systems are non-functional
- The building is not available for an extended period but all systems are functional within it
- The building is available but all systems are non-functional
- The building and all systems are non-functional

After ensuring the safety of all individuals involved, Iron Bow would enact the steps outlined in our Disaster Recovery Plan to bring all our groups and departments back to business-as-usual as quickly as possible. Our goals and actions include:

- Prevent loss of Iron Bow resources, such as data and physical IT assets
- Minimize downtime related to critical business systems
- Keep business running
- Immediately mobilize core group of leaders to assess the technical ramifications of a situation
- Set technical priorities for the recovery team during the recovery period
- Limit the impact of the disruption to impacted features and business groups
- Stage restoration of operations to full processing capabilities
- Enable rollback operations once the disruption has been resolved if determined appropriate by recovery team

3.3.15 Service and Warranty Capabilities (IV.2.b.v)

Iron Bow's support services are founded on ITIL best practices and are available 24x7x365.

Iron Bow offers Tier 13 remote help desk support from our Virginia-based CSC. Participating Agencies have the option of purchasing Tier 1–3 or just Tier 2–3 support in conjunction with the service.

Iron Bow will assist the Participating Agency's IT support organization with diagnosing and resolving technical problems related to performance of our services that originate with agency infrastructure or MPLS networks.

3.3.16 Customer Fulfillment Process (IV.2.b.vi)

Iron Bow's order processing and operations staff are responsible for cradle-to-grave order management, including order acknowledgement, order review and QA, purchasing, invoicing, and contributing to the Monthly Activity Report. This group is further responsible for ensuring all information regarding the order will achieve accurate reporting; confirming an automatic tax exemption, where applicable, for all purchases under this contract; purchasing from OEMs and distributors; providing shipping/tracking information to the agency; processing invoices; and preparing RMAs.

Iron Bow uses a series of tools to automate as much of the order management process as possible; this includes the IronCare Service Portal. The portal (an IT Service Management [ITSM] tool) is a user-friendly solution that provides tailored/flexible capabilities based on customer needs, including ticket tracking, robust dashboards, and reporting capabilities. The Service Portal will be designed to provide easy access to a wide range of supporting information (e.g., technical literature, training options/materials) without cluttering the screen or interfering with basic purchasing functionality. We use IronCare where possible to make the ordering process transparent to the participating Public Agency.

Purchasing Procedures: Iron Bow will have the IronCare portal in place and ready to accept delivery orders and purchase card orders within 21 calendar days of contract award. Orders will be accepted via EDI using the American National Standard Institute (ANSI) X 12 standard or by fax, web portal email, or telephone.

Part of the responsibilities of the order processing/operations staff is to review all orders received. They also ensure the unique account number for each customer is accurate; tag each item that is unavailable due to back order, end-of-life (EOL), or end-of-service (EOS); and provide an availability date.

3.3.17 Issue Resolution Process (IV.2.b.vii)

As a result of proactive monitoring, Iron Bow will detect and begin troubleshooting some incidents before the Participating Agency becomes aware of a problem or notices any performance issue. We will contact the Agency's support organization upon discovery of a degradation or fault that in our opinion may require a corrective action. If on-site collaborative troubleshooting is required, the Iron Bow specialist will work remotely with the Agency's on-site support organization at a time convenient to the Agency.

Iron Bow has established formal escalation procedures to facilitate resolution of complex incidents. We coordinate incident escalation, enlisting appropriate Iron Bow technical resources and operational managers to assist with problem solving and Agency communication. Incidents will be escalated based on severity and the amount of time open without resolution. Agencies may elect to escalate their incidents with the Iron Bow CSC at any time. The CSC help desk operates 24x7 and features experienced and highly qualified staff.

3.3.18 Invoicing Process (IV.2.b.viii)

Once equipment has been delivered and accepted at the customer site, invoices will be exported from the system in accordance with contract terms and submitted to the Participating Agency for payment. Iron Bow accepts all methods of payment. Credit card fees incurred are not directly passed on to customers.

3.3.19 Implementation Transition Plan (IV.2.b.ix)

Iron Bow strategically selects our Transition Management Team from experienced, senior members of our current staff. Members of the team, listed in **Table 8**, have an average of more than 10 years with Iron Bow, and are keenly aware of our processes/procedures and program management methodologies. This combination of experience and knowledge greatly benefits OMNIA Partners with increased effectiveness and efficiency of transition.

| Tab | le 8: | Iron E | Bow ' | Transition | Manage | ment | Team |
|-----|-------|--------|-------|------------|--------|------|------|
|-----|-------|--------|-------|------------|--------|------|------|

| Team Member | Transition Duties |
|-----------------------|--|
| Mr. Bill Saltenberger | General Manager, Commercial/SLED Sales – Activates all required contractual paperwork, serves as escalation point as needed. |
| Ms. Katie Barton | Senior Account Manager – Works with Mr. Saltenberger to interface with OMNIA Partners. Identifies and mitigates issues/concerns. Responsible for quoting and ordering process. |
| Mr. Jarrod Miller | Contracts Manager – Responsible for all contract startup activities and continuity of daily operations. Coordinates with OMNIA Partners. Has authority to represent Iron Bow on all contract matters. |
| Mr. Jonathon Black | Consulting Systems Engineer – Primary technical resource available to provide corporate reachback into senior solution architects and other engineering SMEs. |
| Ms. Trina Marlowe | Senior Director of Quality Improvement – Assists Program Manager in contract startup, leveraging extensive experience managing similar transitions. |
| Ms. Debbie Yassine | Director of Human Resources – Responsible for all HR-related activities, recruitment, re-badging of incumbent personnel (when required), coordinating background checks. |
| Ms. Josie Smoot | Director of Marketing – Engages with OMNIA Partners' PMO to coordinate training, education, and marketing campaign. |
| Mr. Vennard Wright | CIO – Engages with OMNIA Partners PMO to design web portal, reports, and electronic catalog of technology products, services, and solutions. |

Contract Startup Period

Iron Bow has two overall goals for transition into the Master Agreement. The first is to set the stage for optimal performance of the services and support for the requirements, ensuring OMNIA Partners can continue to efficiently serve its customers. The second is to solidify our relationships with the OMNIA Partners contractual and technical organizations and further familiarize our PMO with the Region 4 ESC environment. In all aspects of start-up, the continued long-term success of the Master Agreement is our primary consideration.

Upon award, Iron Bow will conduct:

- First Conference Call / Initial Kickoff Meeting
- Executed Legal Documents
- Program Contact Requirements
- Second Conference Call
- Marketing Kickoff Call
- Initial NAM and Staff Training Meetings

- Senior Management Meeting
- Review Top Joint Target Opportunities
- Web Development
- Sales Training and Rollout
- Monthly Status Reports
- Quarterly Reports

3.3.20 Financial Condition (IV.2.b.x)

Iron Bow's corporate financial resources are significant, and we will apply them, as appropriate, to deliver successful outcomes for the OMNIA Partners Master Agreement. Having been in business for more than 35 years, Iron Bow provides the long-term financial stability critical to successfully delivering on all our commercial and government contracts. We have proven to be consistently profitable and have established ample lines of credit, ensuring the capability to deliver at all times.

3.3.21 Website Capabilities and Functionality (IV.2.b.xi)

Iron Bow will provide OMNIA Partners secure access to a web portal within 21 calendar days after contract award through our IronCare Service Portal, which can support purchasing and help desk functions. This full-service system has the capability to manage and track all orders. Agencies can directly contact an Iron Bow ISR to place and execute orders. The flexibility of IronCare enables our ordering interface to accommodate any key data elements that must be tracked. The system ensures that when agencies make purchases from the website, the website does not retain credit card information. The purchaser must re-enter this data with each purchase.

Our secure, web-based IronCare Service Portal can be used by Iron Bow and the Agency to initiate and track orders, review delivery and installation activities, manage incident and trouble tickets, and access customized reports. Iron Bow can provide the following support for the OMNIA Partners Master Agreement via our website:

- Display all contract line items, a subset of items, or any other items related to full product solutions
- Show special promotions and/or promotional pricing
- Provide EOL/EOS reporting
- Show fax, TTY, and toll-free phone numbers, and customer service email address
- Provide CO and COR names and phone numbers
- Provide contract information (e.g., contract number, scope)
- Offer access to training materials (e.g., user guides, manuals, FAQs) and the Ordering Guide
- If required, there will be an administrative area accessible only to OMNIA Partners and designated contract administrators, which will provide details on webpage hits, purchase histories and data, software licenses, meeting minutes, contract reports, and any other contractual data required by OMNIA Partners

The portal can also provide the current status of the service tickets requested (open, dispatched, service technician in route, delivered). From the portal, the Agency can have direct access to the support documentation area of OEM support web pages specifically for the proposed products. OMNIA Partners can define roles and level of access to the portal for help desk users.

In addition, the IronCare Service Portal has the ability to manage hardware and software obsolescence, which includes a process to notify the Agency when any item nears EOL/EOS. It can also track pending replacement components/devices that will be proposed by the sales engineering teams that mitigate the impact on standard solution configurations and/or the OEM list of products. When new products are added to IronCare, OEM maintenance dates are loaded to track renewal and expiration of support under the subscription. This method is also useful for tracking and managing EOL/EOS notifications. Our OEM partners, in concert with our Partner Alliance Team, are responsible for notifying the PMO when a product on the catalog has been announced as going EOL.

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

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

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

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

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

(2) An agreement that provides only:

- (i) Direct United States Government cash assistance to an individual;
- (ii) A subsidy:
- (iii) A loan;
- (iv) A loan guarantee: or
- (v) Insurance.

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

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

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

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

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

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights

| and privileges under party. | the applicable | laws and regulations with res | pect to this procurement in the event of breach of contract by either |
|---|----------------|---|--|
| Does offeror agree? | YES | JM | Initials of Authorized Representative of offeror |
| (B) Termination for effected and the ba | cause and fo | or convenience by the grament. (All contracts in excess | ntee or subgrantee including the manner by which it will be s of \$10,000) |
| to infinediately terrin | late any agree | when a Participating Agency ment in excess of \$10,000 re as detailed in the terms of the | expends federal funds, the Participating Agency reserves the right sulting from this procurement process in the event of a breach or contract. |
| Does offeror agree? | YES | JM | Initials of Authorized Representative of offeror |
| (A) F . F . | 200 | | |

(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."

| contract, the equal opportunity clause is incorporated by reference herein. |
|---|
| Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror |
| (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prim 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 (2 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assiste Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. I addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a cop of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to awar 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 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 a contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions. |
| Does offeror agree? YESInitials 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). Unde 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 or 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? YESInitials 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? YESInitials 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) |

| term of an award for all contra to comply with all applicable requ | | ds are expended by Participating Agency, the offeror certifies that during the gency member resulting from this procurement process, the offeror agree d in Federal Rule (G) above |
|--|--|--|
| Does offeror agree? YES | | Initials of Authorized Representative of offeror |
| the Executive Office of the Pre Executive Orders 12549 (3 Cl Suspension." SAM Exclusions well as parties declared ineligi | esident Office of Man FR part 1986 Comp., contains the names ble under statutory o | 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be usions in the System for Award Management (SAM), in accordance with agement and Budget (OMB) guidelines at 2 CFR 180 that implement, p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and of parties debarred, suspended, or otherwise excluded by agencies, as or regulatory authority other than Executive Order 12549. |
| it nor its principals is presently participation by any federal depa | debarred, suspended, rtment or agency. If a | Its are expended by Participating Agency, the offeror certifies that during the next resulting from this procurement process, the offeror certifies that neither proposed for debarment, declared ineligible, or voluntarily excluded from it any time during the term of an award the offeror or its principals becomes ared ineligible, or voluntarily excluded from participation by any federal ating Agency. |
| Does offeror agree? YES | JM | Initials of Authorized Representative of offeror |
| funds to pay any person or org member of Congress, officer of obtaining any Federal contract lobbying with non-Federal fund forwarded from tier to tier up to | anization for influence anization for influence or employee of Cong c, grant or any other ds that takes place in the non-Federal awa | |
| offeror certifies that it is in compli- undersigned further certifies that: (1) No Federal appropriated fund- attempting to influence an officer employee of a Member of Congre- of a Federal loan, the entering into of a Federal contract, grant, loan. | ance with all applicables have been paid or work or employee of any ass in connection with the part of a cooperative agreemor cooperative agreemore. | are expended by Participating Agency, the offeror certifies that during the offeror structure by Participating Agency resulting from this procurement process, the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The will be paid for on behalf of the undersigned, to any person for influencing or agency, a Member of Congress, an officer or employee of congress, or an awarding of a Federal contract, the making of a Federal grant, the making nent, and the extension, continuation, renewal, amendment, or modification tent. |
| employee of a Member of Congre and submit Standard Form-LLL, "[(3) The undersigned shall require | ss in connection with the Disclosure Form to Repete that the language of | unds have been paid or will be paid to any person for influencing or agency, a Member of Congress, an officer or employee of congress, or an his Federal grant or cooperative agreement, the undersigned shall complete port Lobbying", in accordance with its instructions. If this certification be included in the award documents for all covered subpriate tiers and that all subrecipients shall certify and disclose accordingly. Initials of Authorized Representative of offeror |
| RECORD RET | ENTION REQUIREME | NTS FOR CONTRACTS INVOLVING FEDERAL FUNDS |
| When federal funds are expended that it will comply with the record retain all records as required by | by Participating Agence retention requirements 2 CFR § 200.333 f | by for any contract resulting from this procurement process, offeror certifies a detailed in 2 CFR § 200.333. The offeror further certifies that offeror will or a period of three years after grantees or subgrantees submit final s, as applicable, and all other pending matters are closed. |
| Does offeror agree? YES | JM | Initials of Authorized Representative of offeror |
| CERTIFICATION | OF COMPLIANCE W | VITH THE ENERGY POLICY AND CONSERVATION ACT |
| When Participating Agency expend will comply with the mandatory s | ds federal funds for an | ny contract resulting from this procurement process, offeror certifies that it is relating to energy efficiency which are contained in the state energy folicy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). |

| Does offeror agree? YES | JM | | Initials of Authorized F | Representative of offeror |
|---|--|--|---|--|
| CERT | IFICATION OF COMPLIA | NCE WITH BUY A | | |
| To the extent purchases are made was Administration funds, offeror certifies provide such certification or applicate Purchases made in accordance with open competition. | with Federal Highway Admin that its products comply well a waiver with respect to a | nistration, Federal vith all applicable p | Railroad Administration, or rovisions of the Buy Ame | erica Act and agrees to |
| Does offeror agree? YES | | | Initials of Authorized R | Representative of offeror |
| CEI | RTIFICATION OF ACCES | S TO RECORDS - | - 2 C.F.R. § 200.336 | |
| Offeror agrees that the Inspector Godocuments, papers, or other records purpose of making audits, examina offeror's personnel for the purpose of Does offeror agree? YES | ations, excerpts, and trans f interview and discussion | ent to offeror's dis scriptions. The rig relating to such do | charge of its obligations ht also includes timely cumentsInitials of Authorized R | under the Contract for the and reasonable access to |
| Offeror agrees that all contracts it awa | | act shall be bound | by the foregoing terms a | |
| Offeror agrees to comply with all fe further acknowledged that offeror on the decision of the | cerunes compnance with | ws, rules, regulat all provisions, la | ions and ordinances, a ws, acts, regulations, e | s applicable. It is tc. as specifically |
| Address, City, State, and Zip Code: _ | 2303 Dulles Station | Blvd., Suite 40 | 0 Herndon, VA 2017 | 71 |
| Phone Number: (703) 279-3000 | | | | • |
| Printed Name and Title of Authorized | | | | |
| mail Address:jarred.mille | r@ironbow.com | | | |
| Signature of Authorized Representativ | re: | V | Date:7/9/2 | 20 |

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended as described in Chapter III, ¶ 6.d must be rejected and cannot receive contract awards at any level.

Public Policy

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

a. Equal opportunity and nondiscrimination laws

b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7

c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

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

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

Termination for Convenience:

The right to terminate this Contract for the convenience of the Participating Public Agency is retained by the Participating Public Agency. In the event of a termination for convenience by the Participating Public Agency, the Participating Public Agency shall, at least ten (10) calendar days in advance, deliver written notice of the termination for convenience to Contractor. Upon Contractor's receipt of such written notice, Contractor immediately shall cease the performance of the Work and shall take reasonable and appropriate action to secure and protect the Work then in place. Contractor shall then be paid by the Participating Public Agency, in accordance with the terms and provisions of the Contract Documents, an amount not to exceed the actual labor costs incurred, the actual cost of all materials installed and the actual cost of all materials stored at the project site or away from the project site, as approved in writing by the Participating Public Agency but not yet paid for and which cannot be returned, and actual, reasonable and documented demobilization costs, if any, place which is completed as of the date of termination by the Participating Public Agency and that is in conformance with the Contract Documents, less all amounts previously paid for the Work. No amount ever shall be owed or paid to Contractor for lost or anticipated profits on any part of the Scope of Work not performed or for consequential damages of any kind.

2. Equal Employment Opportunity:

The Participating Public Agency highly encourages Contractors to implement Affirmative Action practices in their employment programs. This means Contractor should not discriminate against any employee or applicant for employment because of race, color, religion, sex, pregnancy, sexual orientation, political belief or affiliation, age, disability or genetic information.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which 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 section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice

to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs. including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. 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 aweek.
- d. 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.

- e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. 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.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

Requirements for National Cooperative Contract

"Compliance with the Contract Work Hours and Safety Standards Act.

- Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section."

6. Rights to Inventions Made Under a Contract or Agreement.

a. <u>Stafford Act Disaster Grants</u>. This requirement <u>does not apply to the Public Assistance</u>, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as

FEMA awards under these programs do not meet the definition of "funding agreement."

b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R.

Part 200, Appendix II, ¶ F.

- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C.§§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

- The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C.§ 7401 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in partwith Federal assistance provided by FEMA."

8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and

Suspension).

- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180,

 Requirements for National Cooperative Contract

subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. 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. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient."

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Iron Bow Technologies, LLC , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

<u>Jarred Miller, Director of Contracts</u>

Name and Title of Contractor's Authorized Official

| 7/9/20 | |
|--------|--|
| Date" | |

10. Procurement of Recovered Materials.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V. ¶ 7.
- C. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:
 - "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meetingcontract performance requirements; or
- (iii) At a reasonable price.
- (2) Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non- Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

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

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

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

- (1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract."

12. DHS Seal, Logo, and Flags.

- a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. <u>See DHS</u> Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
- b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

- a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- b. The following provides a contract clause regarding Compliance with Federal Law. Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

- a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

- a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

Additional contract clauses per 2 C.F.R. § 200.325

For applicable construction/reconstruction/renovation and related services: A payment and performance bond are both required for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided in the contract.

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

| Offeror's Name: | Iron Bow Technolog | gies, LLC | | |
|-------------------------------------|--|----------------------|----------------|---|
| Address, City, Sta | ate, and Zip Code: 2303 Dulles Station | Blvd Suite 400 Herno | don, VA 20171 | |
| Phone Number:_ | (703) 279-3000 | Fax Number: | (703) 793-0662 | |
| Printed Name and Representative: | d Title of Authorized Jarred Miller | | | |
| Email Address: | jarred.miller@ironbov | w.com | | |
| Signature of Author | prized Representative: | Date:7/9/20 | | _ |

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners, Public Sector's ability to promote the Master Agreement in the State of New Jersey.

| DOC #1 | Ownership Disclosure Form |
|--------|---|
| DOC #2 | Non-Collusion Affidavit |
| DOC #3 | Affirmative Action Affidavit |
| DOC #4 | Political Contribution Disclosure Form |
| DOC #5 | Stockholder Disclosure Certification |
| DOC #6 | Certification of Non-Involvement in Prohibited Activities in Iran |
| DOC #7 | New Jersey Business Registration Certificate |

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

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: | Iron Bow Technologies, LLC | | |
|----------------------------|--|--|---------------------|
| Street: 2303 Dulle | es Station Blvd., Suite 400 | | |
| City, State, Zip Code: | Herndon, VA 20171 | | |
| Complete as appropri | io to: | | |
| | The state of the s | | |
| | , certify t | that I am the sole owner of e no partners and the business is | s wot |
| incorporated, and the p | provisions of N.J.S. 52:25-24.2 do n | ot apply. | noi |
| 1 | OR: | TE V | |
| <i>I</i> | , a partn | er in | , do hereby |
| | ng is a list of all individual partners | who own a 10% or greater interc | est therein. I |
| | ne (1) or more of the partners is itse | | |
| | ldresses of the stockholders holding ning 10% or greater interest in that | | 's stock or the |
| naiviauai pariners owi | ning 10% or greater interest in that OR: | parinersnip. | |
| Jarred Miller | | orized representative of | |
| | C , a corporation, do hereby certi | | ie names and |
| addresses of all stockho | olders in the corporation who own I | 0% or more of its stock of any cl | lass. I further |
| certify that if one (1) or | r more of such stockholders is itself | a corporation or partnership, the | at there is also se |
| | ldresses of the stockholders holding | | 's stock or the |
| ndividual partners owi | ning a 10% or greater interest in the | at partnership. | |
| Note: If there are no | partners or stockholders owning | 10% or more interest, indicate | none.) |
| Name | Address | Interest | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| I further certify that the | e statements and information contai | ned herein, are complete and co | rrect to the hest |
| my knowledge and beli | | 1 . | |
| -1-1-2 | | A LAA: | N . 1 |
| 7/8/20 | | 4 | Director |
| Date | | Authorized Signa | ture and Title |

NON-COLLUSION AFFIDAVIT

| Company Name: Iron Bow Technologies, LLC | |
|---|--|
| Street:2303 Dulles Station Blvd., Suite 400 | |
| City, State, Zip Code: Herndon, VA 20171 | |
| | |
| State of Virginia | |
| County ofFairfax | |
| | of Herndon |
| Name | City |
| in the County of Fairfax, of full age, being duly sworn according to law on | |
| | • |
| I am theof the firm ofof the firm of | Company Name |
| directly or indirectly entered into any agreement, pa any action in restraint of free, competitive bidding it all statements contained in said proposal and in this full knowledge that relies upon the truth of the stat statements contained in this affidavit in awarding the work. | n connection with the above proposal, and that s affidavit are true and correct, and made with tements contained in said proposal and in the |
| I further warrant that no person or selling agency ha such contract upon an agreement or understanding contingent fee, except bona fide employees or bona f | g for a commission, percentage, brokerage or |
| maintained by | |
| Iron Bow Technologies, LLC Company Name | Authorized Signature & Title |
| Subscribed and sworn before me | Manual Control of the |
| this 08 day of Jilage, 2020 Kylu BB Brown Notary Public of MD, Frederick County My commission expires 09:01:2021, 20 | COMMISSION EXPIRES EXPIRES CALCI 21 |

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

| Company Name: _ | Iron Bow Technologies, LLC | |
|----------------------|----------------------------|--|
| Street: 2303 Dulle | s Station Blvd., Suite 400 | |
| City, State, Zip Cod | e: Herndon, VA 20171 | |

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. 7/8/20

Authorized Signature and Title

DOC #3, continued

P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

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

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it 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 <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

- The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
- 2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
- 3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
- 4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
- 5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - o of the public entity awarding the contract
 - o of that county in which that public entity is located
 - o of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

| Part I – Vend | dor Information | | | | |
|---|-------------------------------|--|---|------------------|--|
| Vendor Name: | Iron | Bow Technologies, LLC | , | | |
| Address: | 2303 | <u> B Dulles Station Blvd., S</u> | | | |
| City: | Herndon | State: VA | Zip: | 20171 | |
| | the provisions of] his form. | o certify, hereby certific N.J.S.A. 19:44A-20.26 Darred Miller Printed Name | and as repre | | |
| | Part I | II - Contribu | tion Di | isclosure | |
| political contr | ributions (more th | an \$300 per election cent entities listed on the | ycle) over 1 | the 12 months pr | ior to submission to |
| | | ovided in electronic form | | - | neganisas saasas sa |
| Contrib | outor Name | Recipient Na | me | Date | Dollar Amount |
| | | | | | \$ |
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| Check here | e if the information | is continued on subsequ | uent page(s) | | |

DOC #4, continued

List of Agencies with Elected Officials Required for Political Contribution Disclosure N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

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

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

| Name of Business | • | | | | |
|-----------------------------|--|---------------------|-------------|--|--|
| • | | | | e addresses of all stockholders k of the undersigned. | |
| • | I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned. | | | | |
| Check the box | that represents the | type of busines | s organizat | ion: | |
| Partnership | X Co | rporation | Sole Pro | pprietorship | |
| Limited Par | rtnership Lir | nited Liability C | orporation | Limited Liability Partnership | |
| Subchapter | S Corporation | | | | |
| Sign and notariz | e the form below, | and, if necessar | y, complet | e the stockholder list below. | |
| Stockholders: | | | | | |
| Name: Iron E | Bow Holdings, Inc | | Name: | | |
| | 2303 Dulles Stat Suite 400 Herndon, VA 20 | | Home Add | dress: | |
| Name: | | | Name: | | |
| Home Address: | | | Home Ade | dress: | |
| Name: | | | Name: | | |
| Home Address: | | | Home Ad | dress: | |
| | | | | | |
| Subscribed and sworn 2.0.20 | n before me this og day o | | ROMMIN S | (Affiant) | |
| (Notary Public) | | COMMISSI EXPIRES | | Sylie Brown, Title Agent (Print name & title of affiant) | |
| My Commission exp | ires:09:07:262/ | MY COMMISSI EXPIRES | | (Corporate Seal) | |
| | | WALLEK CO | Old Line | | |

DOC#6

Certification of Non-Involvement in Prohibited Activities in Iran

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 - 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 - 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here: http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure investmentact.pdf.

Offerors should submit the above form completed with their proposal.

DOC #7

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE (N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

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

4 TAB 4 – QUALIFICATIONS AND EXPERIENCE (SECTION IV.2.c)

4.1 History (i)

Founded in 1983 and headquartered in Herndon, VA, Iron Bow has more than 35 years of experience delivering professional services and technology solutions to both Federal Government, state and local government, and commercial clients. Through its past performance, Iron Bow has garnered extensive expertise and capability in critical areas of IT lifecycle management and has developed mature technical practices to support design, implementation and management efforts for cyber security, network infrastructure, collaboration, data center architecture, continuity of operations, data management, client and mobile utilization and optimization, and cyber security.

4.1.1 Iron Bow Reputation (ii, iii)

Iron Bow's positive reputation in the marketplace is attributed to our size, commitment to service, and employee/customer relationships. Our \$1 billion revenue and financial stability reduces overall risk for this project—OMNIA Partners can be assured we will be able to serve the long-term interests of this project and fulfill all contractual obligations. In addition, even with more than 750 employees, Iron Bow remains nimble and flexible to adapt rapidly to evolving requirements throughout contract performance. Our main objective is to exceed customer expectations, and we have enabled our staff to prioritize customer satisfaction during execution. Iron Bow's significant engineering and managed services experience, coupled with our track record, has resulted in many long-term customer relationships.

We are qualified to execute on the Master Agreement for the following reasons:

- Over 10 years of experience designing, deploying, and managing Cisco UC solutions. Iron Bow has significant expertise delivering secure, reliable collaboration solutions successfully to both government and commercial customers—having sold, deployed, and configured more than 1 million Cisco collaboration endpoints globally, both on-premises and cloud.
- Status as Cisco Master Specialized Security Partner. This highest level of certification demonstrates our abilities to deliver world-class cyber security solutions according to Cisco's best practices and validated designs. Iron Bow works directly with Cisco on product development and enhancement across the Cisco suite of cyber security products, giving Iron Bow a clear advantage in deployment and operation of solutions that we helped to define.
- CSfC Certified. Iron Bow is a certified CSfC integrator approved by the NSA.
- UCM Cloud Certified. Iron Bow is one of a very few Cisco partners able to offer a customized Cisco Managed UCaaS solution in the cloud to our customers, and is currently one of the few Cisco solutions partners with active customers that have operationalized Cisco's UCM Cloud solution.
- Strategic partnerships. We have strategic relationships with more than 200 OEMs and can leverage this for a wide variety of present and future needs that arise with any Agencies we engage with.
- Industry recognition.
 - o Top Workplace by the Washington Post (2015–2020)
 - o The Channel Company's, CRN® Solution Provider 500 list (2011–2020)
 - The Channel Company's 2015 CRN Managed Service Provider (MSP) 500 list as one of the MSP Elite 150 (2014–2020)
 - Washington Business Journal 2017 Innovation Award
 - Washington Business Journal Largest Cyber Security Companies in Greater DC (2018, 2019)

- Washington Business Journal Largest Government Technology Contractors in Greater DC (2016–2019)
- Washington Business Journal Top Private Companies List (2014–2018)
- o Becker's Hospital Review: 260+ telehealth companies to know (2018, 2020)
- o Bloomberg Government Top 200 Federal Contractors (2013, 2014, 2017)
- o Cisco Americas U.S. East Commercial Mid-Atlantic Partner of the Year (2019)
- o Cisco Americas U.S. Public Sector: Architecture Excellence Award (2019)
- o Cisco Public Sector Architectural Excellence: Collaboration Partner of the Year (2017)
- o Cisco Public Sector Architectural Excellence Award (2014)
- o Cisco Public Sector Architectural Excellence: Data Center Award (2013, 2014)
- o Cisco Public Sector Architectural Excellence: Enterprise Networking (2015)
- o Cisco Public Sector Architectural Excellence: Security (2016)
- o Cisco Public Sector Data Center Excellence Partner of the Year (2012, 2014)
- o Cisco Civilian Services Partner of the Year (2011, 2016, 2017)
- o Cisco Federal Transformation Partner of the Year (2016)
- o Cisco Marketing Innovator of the Year (2016)
- o Cisco Execution Excellence Regional Partner of the Year Americas East (2016)
- o Cisco Architectural Excellence: Data Center Americas East (2016)
- o Cisco Customer Satisfaction Excellence (2008–2015) (award retired in 2015 by Cisco)
- Cisco Channel Customer Satisfaction Excellence (2014)
- o Cisco Commercial U.S. / Canada East Data Center Partner of the Year (2013)
- o Cisco Public Sector Data Center Partner of the Year (2013)
- o Cisco U.S. Data Center Partner of the Year (2013)
- o Cisco Commercial U.S./Canada East Data Center Partner of the Year (2012)
- o Cisco U.S. and Canada Public Sector Telepresence Partner of the Year (2011)
- Cisco U.S. and Canada Public Sector and Technology Solutions Unified Communications Partner of the Year (2010)
- o Cisco Federal Partner of the Year (2011)

4.1.2 Key Employee Experience (iv)

One of Iron Bow's greatest resources is our people. Their combined talents and dedication make Iron Bow one of the strongest, most versatile IT solution providers in technical knowledge and innovation. The superior, specialized abilities of our employees range from in-depth and customer-specific solution development to advanced integration of complex, multi-discipline systems. Our employees work constantly to advance their skills through individual and manufacturer certifications in the latest developments in technologies.

The Iron Bow Account Team includes:

• Katie Barton, Senior Account Manager – Ms. Barton brings nearly 20 years of experience in the IT industry, 15 years of experience working with cooperative contracts, and will be managing and developing the OMNIA Partners Master Agreement. She works closely with a dedicated team that includes a CSE, ISR, and post-sales order management to design, build, and manage delivery of

hardware, software, and service solutions. The Account Team has a long track record of providing excellent account management, partnership development, customer support, and problem solving for a wide variety of government, education, and commercial customers.

- Taylor Murphy, ISR Ms. Murphy will work closely with Ms. Barton and Mr. Black to build, track, and manage all hardware and services quotes under this contract. She has been with Iron Bow for 2 years. She began her tenure with Iron Bow as an Associate ISR and was promoted to ISR in November 2018 as recognition for her technical, sales, and customer communication skills. She has 2 years of IT industry experience and 6 years of customer support, account maintenance, and problem solving.
- Jonathon Black, CSE As the CSE and Pre-Sales Solutions Architect, Mr. Black will support the OMNIA Partners Master Agreement as the primary technical advisor for our Account Team. He will actively drive and manage technology and solution evaluations, as well as articulate technology and product positioning to both business and technical evaluators. Mr. Black will endeavor to identify any technical issues to ensure complete customer satisfaction through all stages of solution development. He has been in the IT industry for 16 years, and has been a solutions architect for the past 2 years.
- Rae Kim, Order Management Representative Mr. Kim will support the Account Manager and ISR by managing all orders to ensure timely delivery in accordance with Agency requirements. He will work with suppliers to expedite product shipments when necessary, and process returns as required.

Iron Bow draws from a matrixed organization of technical resources. Specifically, we have trained and certified engineers to assist with the three main areas detailed in **Table 9**.

| Resource Group / Location | Responsibilities |
|-----------------------------------|---|
| Pre-Sales Engineers Nationwide | Responsible for requirements gathering, initial system design in accordance with function requirements, communicating and transitioning projects from proposal to execution. |
| Mationwide | SMEs in respective technology core competency areas (Collaboration, Secure Mobility, Data Center, Networking, and Information Security). Responsible for assisting with enterprise architecture and design, documentation, training, troubleshooting. |
| Nationwide | Responsible for executing Iron Bow design. Performs installation, configuration, testing and remediation tasks. Responsible for knowledge transfer to client and preparation of key client project deliverables. |
| Chantilly VA | Certified technical resources responsible for providing Tier 1–3 support to our managed service customers. Team is comprised of over 25 technical engineers who handle the day-to-day managed services operations for over 30 customers. |

Table 9: Resource Groups

4.1.3 Government Sector Experience (v)

Eighty-five percent of Iron Bow's recurring \$1 billion annual business is with the government sector, evenly split between DoD and federal civilian clients. Major recurring customers include the U.S. Air Force (USAF), Army, VA, Internal Revenue Service (IRS), Department of Homeland Security (DHS), FAA, NIH, and Department of Justice (DOJ). We deliver similar products and services to the government as we are proposing for this contract. The following are just some of the networks on which Iron Bow has deployed products and services:

• Commercial: C2 Technologies (storage consolidation); DLA Piper (managed network services); Huntington Ingalls Industries (end-user device support); McCormick Company (AV/VTC); NHIC Corporation (security); Queen's Medical Health Systems (collaboration, telehealth); Frederick

Community College (FCC) (managed Unified Communications as a Service [UCaaS]); Kaiser Permanente (telehealth); Airbus (program management), Under Armour (disaster recovery [DR]); Navy Federal Credit Union (networking); MedStar Health (AV, VTC, wireless).

- Federal Civilian Agencies: VA (sole-source BPA for products, services, support, and development for the past 10 years); DOJ / FBI (multiple task order [TO] awards under three iterations of the ITAP [IDIQ contract, including end-user devices, storage, printers, unified communications, and 5-year managed help-desk contract); IRS (compute/store, collaboration, networking); Administrative Office of the U.S. Courts (AOUSC) (Layer 1 / physical plant, networking, security, collaboration); DHS / Coast Guard (end-user device provisioning, deployment, and maintenance); Department of Labor (DOL) (collaboration, networking); NIH (optical network, collaboration); SSA (end-user device provisioning and maintenance); FAA (collaboration/VTC, hardware commodity procurement, and asset management/installation); Department of State (security, collaboration/VTC, networking); Equal Employment Opportunity Commission (EEOC) (IT help desk); U.S. Tax Court (USTC) (security, data center, collaboration, managed VoIP, networking).
- DoD: Air Force District of Washington (AFDW) (networking, cloud, storage, collaboration); Air Combat Command (virtual desktop infrastructure [VDI], collaboration); Army National Guard (networking); Army Corps of Engineers (ACOE) (communication kits, hardware provisioning and deployment); Pacific Air Force (PACAF) (collaboration); Space and Naval Warfare Systems Command (SPAWAR) (networking, security); Army and Air Force Enterprise (currently on team executing Enterprise IT as a Service [EITaaS] pilot); USAF (Windows 10 migration); USAF Europe (VDI, networking); U.S. Naval Ship Mercy and U.S. Naval Ship Comfort (on-board technical engineering support, data center, security, networking); Defense Threat Reduction Agency (DTRA) (data analytics); Defense Language Institute (DLI) (wireless, VDI); Aberdeen Proving Ground (APG) (wireless, AV, VTC); Defense Health Agency (DHA) (telehealth).

4.1.4 Past Litigation, Bankruptcy, and Reorganization (vii)

Iron Bow, like most contractors, from time to time is involved in disagreements, payment issues, and disputes (e.g., we are not paid for the products and/or services we provided). However, Iron Bow does not reasonably expect that any past litigation or related issues could impact our ability to perform under the contract. In addition, Iron Bow has not been involved with any bankruptcy, major reorganization, or state investigations of either our corporation or current officers and directors.

4.1.5 Additional Information (ix)

Iron Bow does not have any additional information relevant to this section at this time.

4.2 References (x)

4.2.1 U.S. Army Cyber Security Hardware Buy

| Entity Name | U.S. Army Program Executive Office, Enterprise Information Systems (PEO EIS) |
|-------------------------|--|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | March 2019 – May 2022 |
| Annual Volume | |
| Description of Services | |

Description of Services

In March 2019, Iron Bow was contracted by the U.S. Army PEO EIS Defensive Cyberspace Operations (DCO) to provide cyber security hardware and software for their Garrison DCO Platform (GDP). The standardized hardware configuration was procured to ensure compatibility with existing cyber security equipment. Iron Bow's solution met the contractual requirements and delivered within budget.

DCO's mission is to provide the capabilities required for Cyber Mission Forces (CMF) to maneuver in cyberspace and perform defense operations in direct response to ever-changing and evolving cyber threats. The U.S. Army Cyber Command's designated global, regional, and local Cyber Protection Teams require integration of DCO's capabilities across their worldwide suite of complementary systems. To provide the required capabilities tailored to the specific threat and urgent mission needs, DCO must enable flexible, scalable, elastic, and responsive changes driven by the evolving threat landscape, technological innovations, and availability of cyberspace solutions.

Iron Bow's GDP cyber security solution consisted of 109 separate shipped to three Continental United States (CONUS) sites. Recent changes in Army procurement cycles meant that Iron Bow had a 30-day delivery requirement. Due to the need for expedited delivery and the volume of equipment, product was drop shipped directly from the manufacturers to a 25,000-square-foot locked, closed-circuit television (CCTV) monitored central staging facility in Stevensville, MD. We positioned a PM to ensure the product was rapidly processed. All equipment was received, inspected, and inventoried, and all assets were entered into the CSF asset management system.

Iron Bow provided a deployment schedule that specified when to extract assets from storage, move them to the production assembly area, and re-inventory, unbox, and label the equipment with unique identification (UID) tags as required. Equipment was repackaged, shrink wrapped, and prepared for shipment to the final destinations, accompanied by packing lists containing serial numbers and UID tag numbers. To mitigate supply chain risks, each shipment was transported on a dedicated truck and tracked by Global Positioning System (GPS) to Fort Belvoir, Fort Gordon, or the Tobyhanna Army Depot.

The Iron Bow solution provided 3 years of maintenance support with 4-hour response, including on-site technical support, software updates, and replacement parts.

4.2.2 DOE Security Software, Licenses, and Services

| Entity Name | Department of Energy (DOE) |
|--------------------------------|-------------------------------|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | February 2016 – February 2021 |
| Annual Volume | |
| Description of Services | |

In February 2016, Iron Bow was awarded an Enterprise Wide Agreement (EWA) by DOE to provide McAfee software, licenses, maintenance support, and professional services for DOE locations nationwide. The EWA provides DOE with technological options to optimize the cyber security needed to secure the nation's power grid. All DOE organizations are served by this EWA, including the national laboratories, power administrations, and Federal Energy Regulatory Commission (FERC), as well as all DOE contractors, including management and operating (M&O) contractors.

Iron Bow's McAfee EWA helps DOE achieve its goals of complying with the Federal Information Technology Acquisition Reform Act (FITARA), and increasing use of strategic sourcing contracts. Three primary categories of McAfee products and services are eligible for purchase under the DOE EWA to meet the following needs:

- Ongoing annual maintenance and support for existing McAfee licenses
- Procurement of new McAfee products and services to support evolving cyber security requirements, including professional services, training, and integration support
- Accommodate DOE-wide migration and consolidation of McAfee licenses

McAfee anti-virus, anti-malware, and firewall products currently support over 85,000 DOE employees and contractors at DOE offices, laboratories, and plants, including:

- All 17 national laboratories
- All 8 National Nuclear Security Administration laboratories
- All 4 power administrations
- Office of the CIO, Washington, DC

Under this EWA, DOE customers can purchase Endpoint Protection Platform (EPP) software and related services for antivirus, anti-malware, and firewall operations to provide real-time analysis of security alerts generated by network hardware and applications.

To meet its EPP requirements, DOE currently purchases McAfee commercial-off-the-shelf (COTS) licenses and services. McAfee software is a critical component supporting several DOE cyber security functions nationwide. McAfee's suite of products represents a comprehensive software solution that DOE IT managers rely on to manage email security, antivirus and anti-malware activities, encryption functions, and firewall protection schemas.

McAfee provides capabilities that are critical to DOE's cyber security schema, including the ePolicy Orchestrator (ePO) management platform, Threat Intelligence Exchange, and Advanced Threat Defense. McAfee's ePO policy management and reporting framework provides management and reporting capabilities across the disparate security controls of DOE's various laboratory and office locations. ePO provides DOE with real-time query functionality to detect specific client state information for incident investigation, and integration with over 120 third-party applications.

Iron Bow is a McAfee Gold Partner and offers DOE highly competitive pricing. In addition, our DOE Team provides nocharge technical pre-sales resources to assist DOE with solution design. Iron Bow tracks all orders placed under the McAfee EWA and provides DOE with a quarterly usage report. This electronic report provides information on all orders placed during the quarter, to include order date, ordering site, product name, DOE price, GSA price, and list price.

4.2.3 USFK Classified Workstation Solution

| Entity Name | U.S. Forces Korea (USFK), Pyeongtaek City, South Korea |
|------------------------|--|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | September 2018 – May 2020 |
| Value of Business | |
| December of Complete | |

Description of Services

In September 2018, Iron Bow was contracted by USFK to engineer, furnish, install, and test a custom-built, classified workstation solution containing GSA-approved armored computer cabinets built specifically for protection and operation of any combination of classified equipment (Type 1 encryption devices, switches, routers, patch panels, servers, workstations, and laptops). Our solution provided TAA-compliant secure workstations to 19 separate residences at Yongsan Army Garrison (Seoul) and Camp Humphreys (Pyeongtaek).

Iron Bow was contracted by USFK to provide market research for a secure workstation solution needed in the General Officer quarters (18 at Camp Humphreys and one at Yongsan). USFK needed a scalable solution that could be customized to fit the space provided. Iron Bow completed a site survey of the 19 residences and designed a solution using Information Processing System (IPS) security containers within workstations. The IPS containers were transportable and could be customized in size, cooling options, rack mount configurations, and cable connectivity layouts. This gave USFK an alternative to a facility build-out or Closed Access Area (CAA).

Iron Bow's design was approved and, upon award, each workstation was built to order in a 30,000-square-foot OEM integration facility in Finksburg, MD. Concealed within the workstations were the IPS container; TEMPEST separation shield cases; rack shelf; keyboard, video, and mouse (KVM) switch; and various accessories. Item unique identification (IUID) labels were affixed to the IPS containers and workstations per DoD requirements prior to the units being prepared for shipment. Due to the size and weight of the workstations, they were shipped in groups of four or five by air to South Korea and staged for installation in each individual residence.

Installation at the two USFK sites required an on-site SME to oversee secure connection of the Government Furnished Equipment (GFE) to both the workstation and UserGuard control system per DoD requirements. To accomplish this, Iron Bow's engineer was granted short-term Status of Forces Agreement (SOFA) status to complete the installation in Korea. For security, each workstation was fitted on-site with a UserGuard device that incorporated locally controlled two-factor authentication (Common Access Card [CAC] and personal identification number [PIN]) to connect the desktop KVM and Ethernet devices to the network.

Following installation and testing of all workstation components, basic operational training was provided to a key operator on how to use the UserGuard equipment and reset authorization PINs. The Iron Bow solution included one year of TrustedCare hardware support for the provided systems, including advanced replacement parts for all hardware.

4.2.4 U.S. Military Identity Services Engine Deployment

| Entity Name | U.S. Military Entrance Processing Command (USMEPCOM) |
|------------------------|--|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | September 2018 – November 2019 |
| Annual Volume | |
| December of Complete | |

Description of Services

In August 2018, Iron Bow, in partnership with International Global Solutions, LLC, was contracted by USMEPCOM to design, install, configure, and implement a Cisco Identity Services Engine (ISE) platform to enforce security and access policies for endpoint devices connected to its network. Our scalable ISE solution replaced a legacy Cisco Access Control System (ACS) that was not compliant with the Defense Information System Agency (DISA) Security Technical Implementation Guide (STIG).

To improve the DoD cybersecurity posture and streamline IT operations, all DoD agencies were mandated in 2018 to migrate their systems to Windows 10. USMEPCOM had been using ACS to authenticate users for network access but needed to update to Win10 to enforce the security posture of devices that were connecting to the network and only allowed approved devices to be connected and authorized. Iron Bow worked closely with USMEPCOM to design a compliant solution that would migrate ACS services to a new Cisco ISE platform without interrupting service. Upon acceptance of the BOM, we developed an Installation Plan, ordered the equipment, and staged it at USMEPCOM headquarters (HQ) pending site readiness.

In Phase 1, Iron Bow installed four Cisco ISE servers in the equipment racks at USMEPCOM HQ, then configured the servers with DoD public key infrastructure (PKI) certificates for Hypertext Transfer Protocol Secure (HTTPS) access. The PKI certificates enabled users to digitally sign documents, messages, and software to authenticate the source and validate the integrity of those materials. System monitoring, Simple Network Management Protocol (SNMP), and email alerts were then configured along with remote user authentication and authorization and two-factor authentication. Failover tests were performed, and a repository was created with remote storage for configuration backups.

In Phase 2, Iron Bow configured all ISE administration, policy service, and monitoring personas. The personas provided advanced monitoring and troubleshooting tools to effectively manage a network and resources. Following installation of all the personas, we configured all relevant STIG and Information Assurance Vulnerability Alerts (IAVA) to ensure compliance with DoD and USMEPCOM security requirements.

Next, Phase 3 pilot testing of the new ISE solution was conducted, again without interrupting service. Iron Bow deployed 802.1X port-based authentication testing for about 100 devices on the new network. Devices were located at HQ as well as five Military Entrance Processing Stations (MEPS). ISE logs were monitored for 3 working days to ensure there were no authentication failures. The solution was validated for network authentication, access, connectivity, and endpoint

functionality. Following a successful pilot, USMEPCOM's ACS services were migrated over to the new system, and ACS was decommissioned. In addition to the ISE system, Iron Bow delivered 12 Cisco Catalyst switches for future use in the network.

Throughout the installation, Iron Bow provided on-the-job training to three USMEPCOM IT staff on how to install, configure, and integrate various ISE modules, as well as basic administration and troubleshooting methodologies. Staff were guided and supervised by an Iron Bow SME while completing various configuration and customization tasks specific to the new ISE system.

The Iron Bow solution included one year of software and hardware support for the provided systems, including replacement parts for all hardware.

4.2.5 PACAF Palo Alto Next-Generation Firewall

| Entity Name | 607th Air Communications Squadron (607 ACOMS) |
|-------------------------|---|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | September 2018 – September 2019 |
| Value of Business | |
| Description of Services | |

In September 2018, Iron Bow, in partnership with Palo Alto Networks, Inc., was contracted by HQ PACAF to install a nextgeneration firewall and provide professional consulting services to 607 ACOMS at Osan Air Base, Republic of Korea. Our solution helped 607 ACOMS establish a secure data center to support Multi-Enclave Client (MEC) capabilities for Multinational Information Sharing (MNIS) across the Republic of Korea at 7th Air Force-controlled sites.

The legacy firewalls lacked administrative and auditing history capabilities, which severely restricted the 607 ACOMS Cyber Defense Team's ability to manage the boundary protection systems. Thus, 607 ACOMS recognized the need to modernize its firewall boundary to secure the theater-wide network. Iron Bow's solution provided Palo Alto next-generation firewalls and 7 days of on-site consulting by Palo Alto professional services to bring broad protection, high throughput, integration, and innovation to high-speed data center, internet gateway, and service provider deployments.

Our solution consisted of two Palo Alto PA-5200 series next-gen firewall appliances. To maintain the security posture of the IT infrastructure, Iron Bow sent an engineer with an appropriate security clearance to the Republic of Korea to design and install the new firewalls. We worked closely with 607 ACOMS to secure SOFA status for the deployment engineer during the installation period. With SOFA status in place, we could be flexible when 607 ACOMS experienced difficulties with site readiness, which caused project delays. We conducted more than 15 status calls to establish a timeline, check progress of site readiness, and ensure the on-site professional consulting services could proceed as quickly as possible.

Once the STIGs had been applied and documented, the firewalls were successfully tested. Iron Bow completed all status reporting, hands-on training and familiarization, and close-out tasks. Our solution included one year of 8x5xNBD hardware support for the provided systems, to include technical support, software upgrades, and replacement parts.

Follow-on tasks (e.g., configuration of syslog, SNMP, and email notification services) were assigned to 607 ACOMS personnel because they were awaiting completion of prerequisite actions by peer teams.

4.2.6 USMA Secure Education Network Replacement

| Entity Name | U.S. Military Academy at West Point |
|-------------------------|-------------------------------------|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | October 2018 – November 2020 |
| Value of Business | |
| Description of Services | |

In October 2018, Iron Bow, in partnership with CenturyLink Qwest Government Services (Prime), was contracted by the U.S. Military Academy (USMA) at West Point to design, install, integrate and test a replacement network for the Defense Research and Education Network (DREN). Iron Bow's solution delivered an optimized core architecture designed to meet USMA's education mission objectives.

This new .edu network, designated the West Point Research and Education Network (WREN), provides wired and wireless connectivity for all personnel across the West Point campus (about 65 facilities, including barracks, stadiums, hospitals, administrative facilities and schools) using three new commercial points of presence. The WREN architecture includes over 500 switches, a wireless infrastructure (wireless controller, access points [APs] and wireless security solution), next-generation security appliances, integrated service routers, identity management, and other enterprise networking services.

Upon award, Iron Bow met with USMA technical staff to conduct a site survey, complete the system design, and finalize a BOM. USMA split the project into multiple phases, which allowed for a staggered on-site product delivery and minimized network disruption. Iron Bow worked closely with the Prime to ship product directly to a secure location for system programming, in-house integration, and QA pending site readiness.

Following an on-site inventory, Iron Bow began the core switch installation across USMA's student barracks buildings. Each switch was installed in a GFE rack, connected to the network, validated, and tested. The newly installed cables were terminated, tested, and labeled according to best practices. Next, integrated service routers, Aggregated Service Routers (ASR), and network security appliances were installed and configured. Distribution switches were then installed and configured, and finally internal switches and wireless APs were transferred to the new switching infrastructure, configured, and tested. Installed equipment included:

- Over 500 Cisco Catalyst switches
- Two Cisco Nexus 7706 switches
- Two Cisco 8540 wireless controllers
- Three Cisco Firepower 4110 network security/firewall appliances
- Nine Cisco routers (six integrated service routers and three ASRs)
- Cisco ISE
- Ancillary devices

The Iron Bow solution included one year of 24x7 4-hour response time SMARTnet hardware support for the provided systems, to include technical support and software upgrades as applicable. The support coverage also included replacement parts for all hardware provided in the solution, if not already covered by warranty.

4.2.7 FBI ITAP – Secure Network and Equipment Upgrades

| Entity Name | Federal Bureau of Investigation |
|--|---------------------------------|
| Contact Name and Title Phone Email | |
| Years Serviced | January 2015 – January 2020 |
| Annual Volume | |
| B 1 (1 10 1 | |

Description of Services

Since February 2008, Iron Bow has provided desktops, laptops, printers, peripherals, and product-related services to the FBI through the \$289 million Prevention of Information Technology Obsolescence (PITO) contract.

In 2015, Iron Bow received a \$195 million award for the FBI's ITAP, which is the follow-on contract to PITO. The FBI Information Technology Services Division (ITSD) has a requirement to purchase new IT equipment and replace old equipment at FBI HQ and Field Offices, and to allow for advance technology within FBI organizations.

The ITAP charter is to enable all FBI organizations to obtain standard non-mainframe IT hardware and enable ITSD to identify, schedule, and refresh operational IT hardware to avoid obsolescence. ITAP establishes multiple replacement

desktops for use by the FBI in its Top Secret, Secret, and Unclassified network environments. Primary vendors are Dell for the desktops, laptops, and servers: Lexmark and Hewlett Packard for printers; and Fujitsu for scanners.

Value-added services included image loading, asset tagging, electronic transmission of asset data, aggregated shipping, and customized delivery services that meet FBI security processes and procedures. Iron Bow also created a website and help desk that are available for FBI product warranty and maintenance support.

NASA SEWP V – Product Purchasing Support for Science and Engineering 4.2.8

| Entity Name | National Aeronautics and Space Administration |
|-------------------------|---|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | May 2015 – April 2025 |
| Annual Volume | |
| Description of Services | |

SEWP-V is a GWAC run through NASA for IT products and product-based services (e.g., installation, warranty, maintenance). SEWP-V is open to use by all federal agencies and provides highly competitive value and cost savings through innovative procurement tools and processes; premier customer service and outreach; and support for competition and cooperation within the industry.

By completion of the base year in April 2020, Iron Bow had executed nearly 300 DOs worldwide valued at \$215 million. We currently have "excellent" ratings in all five program performance categories: reports, customer satisfaction, information distribution, contract adherence, and delivery. This continues our tradition of success on the vehicle, as Iron Bow earned a SEWP-IV contract in May 2007 and executed nearly 1,000 DOs (\$172 million) on it and the SEWP-IV Enhanced bridge contract.

On SEWP-V, NASA's computer facilities are being systematically enhanced by incorporating the latest in computer system technology. This will enable NASA to remain at the leading edge in scientific and engineering capabilities and performance, and to provide the user community of researchers and engineers with the most advanced and powerful computer tools available. Among other things, Iron Bow is supporting computational and graphics capabilities in the scientific, engineering, and other technical disciplines supporting NASA's core missions.

SEWP-V DOs are firm fixed price (FFP) contracts that offer a wide variety of IT products and related services, including:

- Desktop and laptop computers
- High-performance servers and database servers
- Mass storage and network devices
- Advanced video and visualization solutions
- Computer support devices
- Security systems and tools
- AV systems
- Telecommunications
- Sensors
- Health IT
- Cost-per-copy multifunctional printers
- Warranty and maintenance
- Implementation and installation
- Product-based engineering and training

The Iron Bow SEWP-V PMO is available to all SEWP-V customers and is staffed with personnel available on all federal workdays during regular business hours. The PMO serves as a centralized point-of-contact for customers to obtain more information about the SEWP-V contract, delivery status, and request quotes. Iron Bow help-desk technicians are available by email or phone for trouble tickets and support.

4.2.9 NIH CIO-CS – IT Product and Services Purchasing

| Entity Name | National Institutes of Health |
|------------------------|-------------------------------|
| Contact Name and Title | |
| Phone | |
| Email | |
| Years Serviced | May 2015 – April 2025 |
| Annual Volume | |

Description of Services

The NIH Information Technology Acquisition and Assessment Center (NITAAC) CIO-CS program is a 10-year, \$20 billion GWAC open to use by NIH and all other federal agencies for *everything IT*SM. All awardees are OEMs or Value-Added Resellers (VAR) with on-site and cloud solution capabilities. Iron Bow earned its place on the contract in May 2015.

GWACs are intended to streamline the procurement process for IT commodities/products, services, and solutions. The CIO-CS is a mechanism for agencies to procure solutions as they relate to general IT initiatives along with health and life sciences IT capabilities. The commodities and associated services include health and biomedical-related products to meet scientific, health, administrative, operational, managerial, and information management requirements. The contract also contains general IT commodities partly because medical systems are increasingly integrated within a broader IT architecture, requiring a systems approach to implementation and a sound infrastructure for operation.

Delivery Models

Per the contract, Iron Bow stands ready to deploy commodities using two models: on-premise and managed services. In the on-premise model, we provide products on-site either at the government site or another contractor site. Additional "bundled" services may be required, including provisioning, deployment, installations, warranty and maintenance, engineering and assessment studies, and training.

The managed services model, which includes deployment on the public cloud, is shaped_by market conditions and trends over the last few years, along with federal policies such as FedRAMP, the Cloud First Initiative, and the 25-point plan and data center consolidation initiatives. Iron Bow deploys IT commodities via managed services and the cloud, to include Infrastructure as a Service (laaS), Platform as a Service (PaaS), and Software as a Service (SaaS). These are managed through Service Level Agreements (SLA) and based on a subscription model.

Value-Added Services

On some DOs, Iron Bow provides "commodity-enabling" services related to operation and sustenance of the IT products. The services include:

<u>Deployment and Installation</u>: Delivery, installation, and relocation of commodities at designated facilities. We coordinate start dates and access with the government.

<u>Warranty and Maintenance</u>: Commercial warranty and commodity maintenance services in conjunction with provisioning of the specific commodity as requested by the customer.

<u>Training</u>: Training for users at the time of the initial installation, and additional training on an "as-needed" basis when requested by the customer.

<u>Engineering, Design, Assessment Studies, and Other Associated Services</u>: Assessments and engineering studies that enable provisioning and enhancements (e.g., technology refreshes) of IT commodities.

Exemplary Work

Iron Bow's CIO-CS work is well-represented by the 2017 DO we executed for NIH's Office of Logistics and Acquisition Operations (OLAO), where we upgraded phones and headsets as part of the multiyear initiative to implement Unified Communication and Collaboration (UCC) tools across all 27 NIH institutes and centers. We delivered 2,470 IP phones (three models in the Cisco 8800 series), 2,200 wireless headsets (Jabra Pro 900 series), and ancillary equipment within budget at offices in Bethesda and Rockville, MD.

The UCC tools enable NIH staff to work from an office or remote site, and to engage with colleagues across campus, across the country, and around the world from a desktop, laptop, mobile device, or conference room. Our solution includes 3 years of 8x5xNBD hardware support for the provided systems, to include technical support. This includes replacement parts for all the hardware.

Due to the long lead times on Cisco products, Iron Bow worked closely with the Cisco team to get an executive escalation (VP expedite) approved. The expedite covered both the 8845 and 8865 model IP phones, but the 8831 model had been back ordered and could not be fast tracked. Due to the VP expedite, 2,320 phones were consolidated, organized into shipsets, and delivered to both sites 2 months prior to the original estimated ship date. Iron Bow remained in constant contact with both NIH and Cisco until the back-ordered 8831 model phones could be delivered.

4.2.10 FAA SAVES – Hardware Purchasing Portal and Professional Services

| Entity Name | Federal Aviation Administration |
|--|---------------------------------|
| Contact Name and Title Phone Email | |
| Years Serviced | August 2019 – July 2024 |
| Annual Volume | |
| Description of Services | |

The SAVES program is a strategic sourcing contract managed by the FAA. Its goal is to control costs while delivering high-quality customer service. All U.S. Department of Transportation (DOT) agencies may use it to purchase or lease complete solution sets, including equipment and technical and support services. Iron Bow first earned a SAVES contract, to meet FAA's VTC needs, in 2010.

In 2019, we earned a SAVES IT Hardware contract and began executing on DOs in August. As a longtime VAR with partnerships with hundreds of OEMs, Iron Bow is extremely well-suited to provide the COTS products anticipated in the contract. The hardware falls in product groups including personal computing devices (workstations, laptops, tablets, thin clients, etc.), peripherals/accessories, servers, storage systems, network devices, and miscellaneous (touch screens, scanners, projectors, desktop printers, etc.).

In the first 10 months of the contract, Iron Bow has provided thousands of items from companies including American Power Conversion, Checkpoint Software Technologies, Cisco Systems, Dell, eNet Components, F5 Networks, Gigamon Systems, Hewlett Packard Enterprise (HPE), Hitachi, Juniper Networks, Riverbed Technology, Samsung Group, Sunhillo, Synnex, Tripp Lite, VMware, and Iron Bow itself.

Professional Services

The contract allows for professional services that can be requested by FAA and other users, such as warranty maintenance or repair, service agreements, training, and installations. For installations, we can provide configuration, integration, and operation and maintenance (O&M) of contract products. These services include project management, where we may provide a PM to plan, budget, oversee, and document all aspects of the DO requirement in close collaboration with the customer; system configuration and integration; physical site analysis; and equipment maintenance. System configuration and integration for products purchased under the contract may include surveying, analyzing, evaluating, and providing technical advice on the performance and functionality of the IT system; and evaluating government application software and its integration into the hardware and/or software (pre-installed operating system (OS)) we provide.

As appropriate, Iron Bow supports the FAA goal to establish standard configurations for select products to ensure a uniform deployment that is fully interoperable and easily maintainable. We deliver relevant items with the correct OS version and application image load as specified in the FAA IT Standards or otherwise designated by the government. We perform engineering testing and receive customer acceptance of the results for the images prior to production.

As a primary goal of the contract, the government seeks to use business intelligence (BI) to improve overall management and efficiency. This includes collecting transaction-level data and analysis to support management and operational decisions. We propose only solutions that will enable the government to meet its BI objectives, and more broadly partner with the government to achieve greater efficiencies and taxpayer savings.

Purchasing Portal

Per the contract, Iron Bow facilitated fast and secure IT hardware purchases by creating a website in a secure web portal for exclusive use by personnel with ".GOV" email addresses. The website was operational within the required 21 calendar days after contract award and is available 18 hours per day, 7 days per week. We also developed a users' Ordering Guide in coordination with the government that is posted to the website. The guide contains all the information necessary for geographically dispersed facilities to place orders. Further meeting requirements, we began accepting orders using both government credit card and DOs via the portal, fax, email, and phone within 21 days of contract award.

Iron Bow continues to meet or exceed contract service standards, such as providing quotes within one business day at least 95% of the time and providing "complex" quotes within 4 business days at least 90% of the time.

5 TAB 5 – VALUE ADD (SECTION VI.2.d.i)

Region 4 ESC, OMNIA Partners, and Participating Public Agencies will benefit from:

- A Dedicated Account Manager to service and support this OMNIA Master Agreement, and a nationwide team of Account Managers to support the sales efforts.
- CSEs that act in a pre-sales role to help customers fully understand the technical merits of the solution, support the design and configuration of such systems being proposed via this contract, and ultimately support the Iron Bow Account Team and our customers in a technical role.
- Permissible product demonstrations
- Access to Iron Bow's virtual and physical lab environments
- Program management
- Travel, in person/virtual, with OMNIA Program Managers
- Training webcasts and access to Iron Bow facilities
- Proactive marketing of the contract through our team of marketing analysts, content developers, branding consultants, and various others from the Iron Bow Marketing Team
- Monthly/quarterly Reports that capture required information, as well as ad hoc and customized reporting
- Dedicated contract microsite
- Dedicated email address (SLEDteam@ironbow.com) to ensure easy and timely responses

6 TAB 6 – ADDITIONAL REQUIRED DOCUMENTS (APPENDIX C)

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 confident 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.)

| 7/9/20 | Director of Contracts |
|--------|------------------------------|
| Date | Authorized Signature & Title |

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

| Company | | Contact | |
|---------|----------------------------|-------------------------------------|------------------------|
| | Iron Bow Technologies, LLC | | |
| | | - | Signature |
| | | - | Katie Barton |
| | | | Printed Name |
| | 2303 Dulles Station Blvd. | <u>-</u> | Senior Account Manager |
| Address | | | Position with Company |
| | Suite 400 | | |
| | Herndon, VA 20171 | Official Authorizing Proposal | H M |
| | | | Signature |
| | | | Jarred Miller |
| | | | Printed Name |
| Phone | _(703) 279-3000 | <u></u> | Director, Contracts |
| Fax | (703) 793-0662 | | Position with Company |
| | | | |

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

| Company | Iron Bow Technologies, LLC | Contact | mun |
|---------|----------------------------|-------------------------------------|-------------------------------------|
| | | | Signature Katie Barton |
| | 2303 Dulles Station Blvd. | _ | Printed Name Senior Account Manager |
| Address | Suite 400 | - Official | Position with Company |
| | Herndon, VA 20171 | Official Authorizing Proposal | |
| | | | Signature Jarred Miller |
| Phone | (703) 279-3000 | | Printed Name Director, Contracts |
| Fax | (703) 793-0662 | _ | Position with Company |

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:

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

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

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

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

Frequently Asked Questions:

https://www.ethics.state.tx.us/resources/FAQs/FAQ Form1295.php

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

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.

| our paronor. | |
|--|--|
| I,Jarred Miller | , as an authorized representative |
| of | , as an additioned representative |
| Iron Bow Technologies, LLC | , a contractor engaged |
| lnsert 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 the boycott Israel during the term of this contract, governmental entity in the future. | nat it (1) does not boycott Israel; and (2) will not |
| Also, our company is not listed on and we do not on Comptroller of Public Accounts list of Designa https://comptroller.texas.gov/purchasing/docs/fore-10.26 | ated Foreign Terrorists Organizations found at |
| I further affirm that if our company's position on this valid, that the above-named Texas governmenta business day and we understand that our correquirements of Texas Government Code 2270 termination without penalty to the above-named Texas | al entity will be notified in writing within one (1) mpany's failure to affirm and comply with the et seq. shall be grounds for immediate contract |
| I swear and affirm that the above is true and corre | ct. |
| | 7/9/20 |
| Signature of Named Authorized Company Repres | entative Date |

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

| | | | 1 of 1 | |
|---|---|--|--|--|
| arties. | CEI | | | |
| Name of business entity filing form, and the city, state and country of the business entity's place of business. Iron Bow Technologies, LLC Herndon, VA United States Name of governmental entity or state agency that is a party to the contract for which the form is being filed. Education Agency, Texas | | | Certificate Number: 2020-642230 Date Filed: 07/09/2020 Date Acknowledged: | |
| | | | | |
| City, State, Country (place of busin | ness) | (check a | of interest pplicable) Intermediary | |
| Miami, FL United States | | X | Intermediary | |
| Herndon, VA United States | | х | | |
| Herndon, VA United States | | X | | |
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| | '- | 20171 (zip code) | , USA (country) | |
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| County, State ofVirginia, on the | 9th_d | TO THE REAL PROPERTY OF THE PARTY OF THE PAR | _, 20_20 | |
| | <i>V</i> | (month) | (year) | |
| Signature of authorized agent of cor (Declarant) | ntracting | business entity | | |
| | and country of the business entity's place party to the contract for which the form is ental entity or state agency to track or identify be provided under the contract. rity Services City, State, Country (place of busined Miami, FL United States) Herndon, VA United States Herndon, VA United States Herndon, VA United States Herndon, VA United States And my date of City) Suite 400, Herndon (city) Signature of authorized agent of cores. | and country of the business entity's place Certizo 20 20 20 20 20 20 20 20 20 20 20 20 20 | and country of the business entity's place Certificate Number: 2020-642230 Date Filed: 07/09/2020 Date Acknowledged: 07/0 | |



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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for

Cyber Security Solutions and Associated Products & Services

SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 1 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products & Services 20-08 ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

This Addendum No. 1 is hereby issued to:

Replace APPENDIX D – Requirements for National Cooperative Contract to be Administered by OMNIA Partners in its entirety with the following attachment

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

| Company Name | Iron Bow Technologies, LLC | _ |
|----------------|----------------------------|---|
| Contact Person | Jarred Miller | |
| Signature | V | |
| Date | July 10, 2020 | |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, April 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 2 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 2 is hereby issued as follows:

- Submittal Deadline: The submittal deadline for this RFP is hereby changed from Tuesday, April 7, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, April 14, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO.2 ACKNOWLEDGEMENT

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

| Company Name | Iron Bow Technologies, LLC |
|----------------|----------------------------|
| Contact Person | Jarred Miller |
| Signature | 1 |
| Date | July 10, 2020 |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 3 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 3 is hereby issued as follows:

- Submittal Deadline: The submittal deadline for this RFP is hereby changed from Tuesday, April 14, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, May 5, 2020 @ 10:00 AM Central Time
- 2. <u>Approval from Region 4 ESC</u>: Approval of contract award date is hereby changed from June 23, 2020 and extended as indicated below:
 - August 25, 2020 (tentative and subject to change)

RECEIPT OF ADDENDUM NO.3 ACKNOWLEDGEMENT

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

| Company Name _ | Iron Bow Technologies, LLC |
|----------------|----------------------------|
| Contact Person | Jarred Miller |
| Signature | 1 |
| Date | July 10, 2020 |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, May 5, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 4 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 4 is hereby issued as follows:

- 1. <u>Proposal Format</u>: The submission requirement in Section 5 in the "Instructions to Offerors" in this RFP is hereby revised as follows:
 - The requirement for two (2) bound copies is waived.
 - Offeror must submit their complete response on two (2) electronic copies; pin/flash drives. Offeror must also submit two (2) electronic proposals free of propriety information to be posted, if awarded a Contract.

2. Required Documents

 Any document requiring appearance before a notary shall be waived until a later date or upon Region 4 ESC request.

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

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

| Company Name _ | Iron Bow Technologies, LLC | |
|----------------|----------------------------|--|
| Contact Person | Jarred Miller | |
| Signature | 1 1 | |
| Date | July 10, 2020 | |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC") for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Thursday, June 18, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 5 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 5 is hereby issued as follows:

- Submittal Deadline: The submittal deadline for this RFP is hereby changed from Tuesday, May 5, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Thursday, June 18, 2020 @ 10:00 AM Central Time

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

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

| Company Name | Iron Bow Technologies, LLC |
|----------------|----------------------------|
| Contact Person | Jarred Miller |
| Signature | 1 |
| Date | July 10, 2020 |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist



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NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for
Cyber Security Solutions and Associated Products and Services

SUBMITTAL DEADLINE: Tuesday, July 14, 2020, 10:00 AM CENTRAL TIME

This Addendum No. 6 amends the Request for Proposals (RFP) for Cyber Security Solutions and Associated Products and Services ("Addendum"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("Region 4 ESC") requests proposals from qualified suppliers with the intent to enter into a Contract for Cyber Security Solutions and Associated Products and Services. Addendum No. 6 is hereby issued as follows:

- Submittal Deadline: The submittal deadline for this RFP is hereby changed from Thursday, June 18, 2020 @ 10:00 AM Central Time and extended as indicated below and above:
 - Tuesday, July 14, 2020 @ 10:00 AM Central Time
- 2. <u>Approval from Region 4 ESC</u>: The contract approval date is hereby changed from Tuesday, June 23, 2020 to:
 - Tuesday, August 25, 2020
- 3. <u>Contract Effective Date</u>: The contract effective date is hereby changed from August 1, 2020 to:
 - October 1, 2020

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

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

| Company Name | Iron Bow Technologies, LLC |
|----------------|----------------------------|
| Contact Person | Jarred Miller |
| Signature | 1 |
| Date | July 10, 2020 |

Crystal Wallace Region 4 Education Service Center Business Operations Specialist