

TO: All Bidders Receiving Request for Bid (RFP) 2018011 IT Solutions & Services

FROM: Sharon Brause, Senior Procurement Officer *Sharon Brause*

DATE: September 21, 2017

SUBJECT: Addendum #1

All Bidders are hereby notified that the solicitation for IT Solutions & Services has been revised by this addendum.

Replace in its entirety Solicitation ATTACHMENT D "NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY ["PPA"]. Included with this Addendum is the new/updated document, now entitled "Response for National IPA Program."

All other terms and conditions remain unchanged.

End of Addendum.

Please contact <u>Sharon.Brause@MesaAZ.gov</u> with any questions you may have regarding this addendum.

ATTACHMENT D



Requirements for National Cooperative Contract To be Administered by National Intergovernmental Purchasing Alliance Company

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

National IPA Exhibit A – NATIONAL IPA RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

National IPA Exhibit B – NATIONAL IPA ADMINISTRATION AGREEMENT, EXAMPLE

National IPA Exhibit C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

National IPA Exhibit D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

National IPA Exhibit E - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

National IPA Exhibit F - NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

1.0 Scope of National Cooperative Contract

1.1 Requirement

The CITY OF MESA, AZ (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company ("National IPA"), is requesting proposals for INFORMATION TECHNOLOGY SOLUTIONS. The intent of this Request for Proposal is that any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with National IPA (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program. Registration with National IPA as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through National IPA.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither National IPA, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on National IPA's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through National IPA.

These requirements are incorporated into and are considered an integral part of this RFP. National IPA reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement National IPA intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public Agencies

through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The National IPA marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The National IPA sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The National IPA contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 3.0 % of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the National IPA Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the National Intergovernmental Purchasing Alliance Company Administration Agreement between Supplier and National IPA (the "National IPA Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$500 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made

available to them through National IPA, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and National IPA.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will be the basis of award on a national level through National IPA. If multiple suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through National IPA. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and National IPA shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement, including but not limited to invoice requirements; order requirements; specialized delivery; diversity requirements such as minority and woman owned businesses, historically underutilized business; and governing law. As part of such supplemental agreements, Participating Agencies may negotiate other terms of the Master Agreement, and may require offeror and/or manufacturer to accept additional and/or modified licensing terms or separate subscription/user access provisions. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to National IPA).

Participating Agencies may also contract directly with the offeror's authorized tier one suppliers pursuant to a request process based on factors as defined by the Participating Agency. These contracts would constitute individual contracts between the Participating Agency and tier one suppliers who have accepted the terms of the Master Agreement under a separate supplemental agreement between the Participating Agency and the tier one supplier. Sales under these contracts are tracked and reported to National IPA by the offeror.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through National IPA's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and National IPA designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with National IPA and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through National IPA nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to National IPA in accordance with the National IPA Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

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

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of sales persons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Annual sales for the three previous fiscal years.

E. Submit your FEIN and Dunn & Bradstreet report.

3.2 Distribution, Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. State any return and restocking policy and fees, if applicable, associated with returns.
- E. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as your company's primary go to market strategy for Public Agencies to your 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 your national sales force with participation from the executive leadership of your company, along with the National IPA 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, contract details and contact information published on the Supplier company 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 National IPA at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, 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 National IPA for partner suppliers. Booth space will be purchased and staffed by your company. In addition, you commit to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by National IPA.
 - 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 National IPA internet web-based homepage on Supplier website with:

- National IPA standard logo;
- Copy of original Request for Proposal;
- Copy of contract and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to National IPA's website including the online registration page;
- A dedicated toll free number and email address for National IPA
- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through National IPA. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to National IPA and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of National IPA logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by National IPA. All sales materials are to use the National IPA 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 contract
- F. Supplier is responsible for the training of 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 National IPA
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the National IPA team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, etc.

- K. State the amount of your company's Public Agency sales for the previous fiscal year. Provide a list of your top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- L. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- M. Provide the Contract Sales (as defined in Section 10 of the National Intergovernmental Purchasing Alliance Company Administration Agreement) that your company will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

| \$ 00 in year one |
|-------------------------|
| \$ 00 in year two |
| \$.00 in year three |

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

- N. Even though it is anticipated that 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 National IPA).
 - 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 National IPA 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 National IPA).
 - 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 your strategies under these options when responding to a solicitation.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY ADMINISTRATION AGREEMENT

| THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this day of day of ("Supplier"). |
|---|
| RECITALS |
| WHEREAS, the (the "Principal Procurement Agency") has entered into a Master Agreement dated, Agreement No, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product"); |
| WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the National IPA website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement; |
| WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through National IPA to Public Agencies; |
| WHEREAS, National IPA serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency; |
| WHEREAS, Principal Procurement Agency desires National IPA to proceed with administration of the Master Agreement; and |
| WHEREAS, National IPA and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between National IPA and Supplier. |
| NOW, THEREFORE , in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, National IPA and Supplier hereby agree as follows: |
| DEFINITIONS |
| 1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement. |

TERMS AND CONDITIONS

- 2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.
- 3. National IPA shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to National IPA, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.
- 4. National IPA shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by National IPA solely in its capacity as the contract administrator under the Master Agreement.
- 5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, National IPA shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. National IPA makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.
- 6. National IPA shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold National IPA harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.
- 7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NATIONAL IPA EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING NATIONAL IPA'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. NATIONAL IPA SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF NATIONAL IPA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

- 8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 14-23, hereof and the indemnifications afforded by the Supplier to National IPA in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.
- 9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Principal Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at National IPA's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

NATIONAL PROMOTION

- Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the National IPA program by either registering on the National IPA website, www.nationalipa.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.
- 11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and National IPA. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to National IPA or posts on the National IPA website. Supplier shall indemnify, defend and hold harmless National IPA for use of all such content and images including copyright infringement claims. Supplier and National IPA each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to National IPA from Supplier in the amount of __ percent (__%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products

and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

- 13. Supplier shall provide National IPA with an electronic accounting report monthly, in the format prescribed by National IPA, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to National IPA by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion.
- 14. Administrative Fee payments are to be paid by Supplier to National IPA at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the National IPA designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at National IPA's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- Agencies under the Master Agreement. National IPA, or its designee, in National IPA's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date National IPA receives such report. In addition, National IPA may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by National IPA at the location designated by National IPA. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, National IPA will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to National IPA's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of National IPA's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event

of any conflict between the provisions of this Agreement and the Master Agreement, as between National IPA and Supplier, the provisions of this Agreement shall prevail.

- 17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
- 18. This Agreement and National IPA's rights and obligations hereunder may be assigned at National IPA's sole discretion to an affiliate of National IPA, any purchaser of any or all or substantially all of the assets of National IPA, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of National IPA.
- 19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.
 - A. National Intergovernmental Purchasing Alliance Company

National IPA Attn: President 2555 Meridian Blvd Suite 300 Franklin, TN 37067

B. Supplier

- 20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.
- 21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.
- 22. This Agreement shall inure to the benefit of and shall be binding upon National IPA, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this

Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

| Authorized Signature, Supplier | NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY | | |
|--------------------------------|---|--|--|
| | | | |
| Signature | Signature | | |
| | Ward H. Brown | | |
| Name | Name | | |
| | Chief Operating Officer | | |
| Title | Title | | |
| Date | Date | | |

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT C – NATIONAL IPA MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "Agreement") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("Principal Procurement Agencies") with National Intergovernmental Purchasing Alliance Company ("National IPA") to be appended and made a part hereof and such other public agencies ("Participating Public Agencies") who register to participate in the cooperative purchasing programs administered by National IPA and its affiliates and subsidiaries (collectively, the "National IPA Parties") by either registering on a National IPA Party website (such as www.nationalipa.org), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, a number of suppliers have entered into "<u>Master Agreements</u>" (herein so called) to provide a variety of goods, products and services ("<u>Products</u>") to the applicable Principal Procurement Agency and the Participating Public Agencies;

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

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

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
- 3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COPERATIVE PURCHASING AGREEMENT, EXAMPLE

- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the National IPA Parties may provide access to group purchasing organization ("GPQ") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other National IPA affiliates and subsidiaries; provided the purchase of Products through a National IPA Party or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "Procuring Party") that procure Products through any Master Agreement or GPO Product supply agreement (each a "GPO Contract") will make timely payments to the distributor, manufacturer or other vendor (collectively, "Supplier") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE NATIONAL IPA PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE NATIONAL IPA PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE NATIONAL IPA PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE NATIONAL IPA PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT C- NATIONAL IPA MASTER INTERGOVERNMENTAL COPERATIVE PURCHASING AGREEMENT, EXAMPLE

AGREEMENT OR GPO CONTRACT.

- 11. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 10 hereof shall survive any such termination.
- 12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) the registration on a National IPA Party website or the execution of this Agreement by a Participating Public Agency, as applicable.

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT D – NATIONAL IPA PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT E – NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE

| NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS | | | | | | | | | |
|---|--------------------|----------|--------|------------|--|---------------------------------|-------------------------------------|----------------|-----------------|
| EXHIBIT C - NATIONAL IPA CONTRACT SALES REPORTING TEMPLATE | | | | | | | | | |
| (to be submitted <u>electronically</u> in Microsoft Excel format) | | | | | | | | | |
| | National IPA Contr | act Sale | s Mont | hly Report | | | | | |
| Supplier Name: | | | | | | | | | |
| Contract Sales Report Month: | | | | | | | | | |
| Contract ID: | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |
| Participating Agency Name | Address | City | State | Zip Code | Participating Agency # {Assigned by National IPA and provided to Supplier} | Transaction Date (Date of Sale) | Contract Sales for Month (\$) | Admin Fee % | Admin Fee \$ |
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| | | | | | | Report Totals | | | |
| | | | | | Cumulative Co | ontract Sales | | | |

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY EXHIBITS EXHIBIT F- NATIONAL IPA ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with National IPA and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

| State of Alabama* | State of Hawaii | State of Massachusetts | State of New Mexico | State of South Dakota |
|----------------------|--------------------|------------------------|-------------------------|---------------------------|
| State of Alaska | State of Idaho | State of Michigan | State of New York | State of Tennessee |
| State of Arizona | State of Illinois | State of Minnesota | State of North Carolina | State of Texas |
| State of Arkansas | State of Indiana | State of Mississippi | State of North Dakota | State of Utah |
| State of California | State of Iowa | State of Missouri | State of Ohio | State of Vermont |
| State of Colorado | State of Kansas | State of Montana | State of Oklahoma* | State of Virginia |
| State of Connecticut | State of Kentucky | State of Nebraska | State of Oregon | State of Washington |
| State of Delaware | State of Louisiana | State of Nevada | State of Pennsylvania | State of West Virginia |
| State of Florida | State of Maine | State of New Hampshire | State of Rhode Island | State of Wisconsin |
| State of Georgia | State of Maryland | State of New Jersey | State of South Carolina | State of Wyoming |
| District of Columbia | | | | |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State and Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

| CITIES, TOWNS, VILLAGES AND BOROUGHS | CITY OF INDEPENDENCE, OR |
|--|---------------------------------|
| INCLUDING BUT NOT LIMITED TO: | CITY AND COUNTY OF HONOLULU, HI |
| BAKER CITY GOLF COURSE, OR | CITY OF KENNER, LA |
| CITY OF ADAIR VILLAGE, OR | CITY OF LA GRANDE, OR |
| CITY OF ASHLAND, OR | CITY OF LAFAYETTE, LA |
| CITY OF AUMSVILLE, OR | CITY OF LAKE CHARLES, OR |
| CITY OF AURORA, OR | CITY OF LEBANON, OR |
| CITY OF BAKER, OR | CITY OF MCMINNVILLE, OR |
| CITY OF BATON ROUGE, LA | CITY OF MEDFORD, OR |
| CITY OF BEAVERTON, OR | CITY OF METAIRIE, LA |
| CITY OF BEND, OR | CITY OF MILL CITY, OR |
| CITY OF BOARDMAN, OR | CITY OF MILWAUKIE, OR |
| CITY OF BONANAZA, OR | CITY OF MONROE, LA |
| CITY OF BOSSIER CITY, LA | CITY OF MOSIER, OR |
| CITY OF BROOKINGS, OR | CITY OF NEW ORLEANS, LA |
| CITY OF BURNS, OR | CITY OF NORTH PLAINS, OR |
| CITY OF CANBY, OR | CITY OF OREGON CITY, OR |
| CITY OF CANYONVILLE, OR | CITY OF PILOT ROCK, OR |
| CITY OF CLATSKANIE, OR | CITY OF PORTLAND, OR |
| CITY OF COBURG, OR | CITY OF POWERS, OR |
| CITY OF CONDON, OR | CITY OF PRINEVILLE, OR |
| CITY OF COQUILLE, OR | CITY OF REDMOND, OR |
| CITY OF CORVALLI, OR | CITY OF REEDSPORT, OR |
| CITY OF CORVALLIS PARKS AND RECREATION | CITY OF RIDDLE, OR |
| DEPARTMENT, OR | CITY OF ROGUE RIVER, OR |
| CITY OF COTTAGE GROVE, OR | CITY OF ROSEBURG, OR |
| CITY OF DONALD, OR | CITY OF SALEM, OR |
| CITY OF EUGENE, OR | CITY OF SANDY, OR |
| CITY OF FOREST GROVE, OR | CITY OF SCAPPOOSE, OR |
| CITY OF GOLD HILL, OR | CITY OF SHADY COVE, OR |
| CITY OF GRANTS PASS, OR | CITY OF SHERWOOD, OR |
| CITY OF GRESHAM, OR | CITY OF SHREVEPORT, LA |
| CITY OF HILLSBORO, OR | CITY OF SILVERTON, OR |
| | |

^{*}Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CITY OF SPRINGFIELD, OR ELMO, UT CITY OF ST. HELENS, OR ELSINORE, UT CITY OF ST. PAUL, OR ELWOOD, UT CITY OF SULPHUR, LA EMERY, UT CITY OF TIGARD, OR ENOCH, UT CITY OF TROUTDALE, OR ENTERPRISE, UT CITY OF TUALATIN, OR EPHRAIM, UT CITY OF WALKER, LA ESCALANTE, UT CITY OF WARRENTON, OR EUREKA, UT CITY OF WEST LINN, OR FAIRFIELD, UT CITY OF WILSONVILLE, OR FAIRVIEW, UT CITY OF WINSTON, OR FARMINGTON, UT CITY OF WOODBURN, OR FARR WEST, UT LEAGUE OF OREGON CITES FAYETTE, UT THE CITY OF HAPPY VALLEY OREGON FERRON, UT ALPINE, UT FIELDING, UT FILLMORE, UT ALTA, UT ALTAMONT, UT FOUNTAIN GREEN, UT ALTON, UT FRANCIS, UT FRUIT HEIGHTS, UT AMALGA, UT AMERICAN FORK CITY, UT GARDEN CITY, UT ANNABELLA, UT GARLAND, UT ANTIMONY, UT GENOLA, UT APPLE VALLEY, UT GLENDALE, UT AURORA, UT GLENWOOD, UT GOSHEN, UT BALLARD, UT BEAR RIVER CITY, UT GRANTSVILLE, UT BEAVER, UT GREEN RIVER, UT GUNNISON, UT BICKNELL, UT BIG WATER, UT HANKSVILLE, UT BLANDING, UT HARRISVILLE, UT BLUFFDALE, UT HATCH, UT BOULDER, UT HEBER CITY CORPORATION, UT CITY OF BOUNTIFUL, UT HELPER, UT BRIAN HEAD, UT HENEFER, UT BRIGHAM CITY CORPORATION, UT HENRIEVILLE, UT BRYCE CANYON CITY, UT HERRIMAN, UT CANNONVILLE, UT HIDEOUT, UT CASTLE DALE, UT HIGHLAND, UT CASTLE VALLEY, UT HILDALE, UT CITY OF CEDAR CITY, UT HINCKLEY, UT CEDAR FORT, UT HOLDEN, UT CITY OF CEDAR HILLS, UT HOLLADAY, UT CENTERFIELD, UT HONEYVILLE, UT CENTERVILLE CITY CORPORATION, UT HOOPER, UT CENTRAL VALLEY, UT HOWELL, UT CHARLESTON, UT HUNTINGTON, UT CIRCLEVILLE, UT HUNTSVILLE, UT CLARKSTON, UT CITY OF HURRICANE, UT CLAWSON, UT HYDE PARK, UT CLEARFIELD, UT HYRUM, UT CLEVELAND, UT INDEPENDENCE, UT CLINTON CITY CORPORATION, UT IVINS, UT COALVILLE, UT JOSEPH, UT CORINNE, UT JUNCTION, UT CORNISH, UT KAMAS, UT COTTONWOOD HEIGHTS, UT KANAB, UT DANIEL, UT KANARRAVILLE, UT DELTA, UT KANOSH, UT DEWEYVILLE, UT KAYSVILLE, UT DRAPER CITY, UT KINGSTON, UT DUCHESNE, UT KOOSHAREM, UT

LAKETOWN, UT

LA VERKIN, UT

LAYTON, UT

EAGLE MOUNTAIN, UT

EAST CARBON, UT

ELK RIDGE, UT

LEAMINGTON, UT RICHFIELD, UT RICHMOND, UT LEEDS, UT LEHI CITY CORPORATION, UT RIVERDALE, UT LEVAN, UT RIVER HEIGHTS, UT LEWISTON, UT RIVERTON CITY, UT LINDON, UT ROCKVILLE, UT LOA, UT ROCKY RIDGE, UT LOGAN CITY, UT ROOSEVELT CITY CORPORATION, UT LYMAN, UT ROY, UT LYNNDYL, UT RUSH VALLEY, UT MANILA, UT CITY OF ST. GEORGE, UT MANTI, UT SALEM, UT MANTUA, UT SALINA, UT MAPLETON, UT SALT LAKE CITY CORPORATION, UT MARRIOTT-SLATERVILLE, UT SANDY, UT SANTA CLARA, UT MARYSVALE, UT SANTAQUIN, UT MAYFIELD, UT MEADOW, UT SARATOGA SPRINGS, UT MENDON, UT SCIPIO, UT SCOFIELD, UT MIDVALE CITY INC., UT MIDWAY, UT SIGURD, UT MILFORD, UT SMITHFIELD, UT MILLVILLE, UT SNOWVILLE, UT MINERSVILLE, UT CITY OF SOUTH JORDAN, UT MOAB, UT SOUTH OGDEN, UT CITY OF SOUTH SALT LAKE, UT MONA, UT MONROE, UT SOUTH WEBER, UT CITY OF MONTICELLO, UT SPANISH FORK, UT MORGAN, UT SPRING CITY, UT MORONI, UT SPRINGDALE, UT MOUNT PLEASANT, UT SPRINGVILLE, UT MURRAY CITY CORPORATION, UT STERLING, UT MYTON, UT STOCKTON, UT NAPLES, UT SUNNYSIDE, UT NEPHI, UT SUNSET CITY CORP, UT NEW HARMONY, UT SYRACUSE, UT TABIONA, UT NEWTON, UT NIBLEY, UT CITY OF TAYLORSVILLE, UT NORTH LOGAN, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT NORTH OGDEN, UT NORTH SALT LAKE CITY, UT TORREY, UT OAK CITY, UT TREMONTON CITY, UT OAKLEY, UT TRENTON, UT OGDEN CITY CORPORATION, UT TROPIC, UT OPHIR, UT UINTAH, UT ORANGEVILLE, UT VERNAL CITY, UT ORDERVILLE, UT VERNON, UT OREM, UT VINEYARD, UT PANGUITCH, UT VIRGIN, UT PARADISE, UT WALES, UT PARAGONAH, UT WALLSBURG, UT WASHINGTON CITY, UT PARK CITY, UT PAROWAN, UT WASHINGTON TERRACE, UT PAYSON, UT WELLINGTON, UT PERRY, UT WELLSVILLE, UT PLAIN CITY, UT WENDOVER, UT PLEASANT GROVE CITY, UT WEST BOUNTIFUL, UT PLEASANT VIEW, UT WEST HAVEN, UT PLYMOUTH, UT WEST JORDAN, UT PORTAGE, UT WEST POINT, UT

WEST VALLEY CITY, UT

WOODLAND HILLS, UT

WILLARD, UT

WOODRUFF, UT

WOODS CROSS, UT

PRICE, UT

PROVO, UT RANDOLPH, UT

REDMOND, UT

PROVIDENCE, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,

OR

CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

CURRY COUNTY, OR DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR

EAST BATON ROUGE PARISH, LA

GILLIAM COUNTY, OR GRANT COUNTY, OR HARNEY COUNTY, OR

HARNEY COUNTY SHERIFFS OFFICE, OR

HAWAII COUNTY, HI HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA

JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI

MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA

SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA

WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT

COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT

COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES

INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR

BATON ROUGE WATER COMPANY

BEND METRO PARK AND RECREATION DISTRICT BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,

LA

BOARDMAN PARK AND RECREATION DISTRICT CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA

CENTRAL OREGON INTERGOVERNMENTAL

COUNCIL

CITY OF BOGALUSA SCHOOL BOARD, LA

CLACKAMAS RIVER WATER

CLATSKANIE PEOPLE'S UTILITY DISTRICT

CLEAN WATER SERVICES

CONFEDERATED TRIBES OF THE UMATILLA INDIAN

RESERVATION

COOS FOREST PROTECTIVE ASSOCIATION CHEHALEM PARK AND RECREATION DISTRICT DAVID CROCKETT STEAM FIRE COMPANY #1, LA

EUGENE WATER AND ELECTRIC BOARD HONOLULU INTERNATIONAL AIRPORT

HOODLAND FIRE DISTRICT #74 HOUSING AUTHORITY OF PORTLAND ILLINOIS VALLEY FIRE DISTRICT LAFAYETTE AIRPORT COMMISSION, LA LAFOURCHE PARISH HEALTH UNIT - DHH-OPH **REGION 3** LOUISIANA PUBLIC SERVICE COMMISSION, LA LOUISIANA WATER WORKS MEDFORD WATER COMMISSION MELHEUR COUNTY JAIL, OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION COMMISSION METROPOLITAN SERVICE DISTRICT (METRO) MULTNOMAH EDUCATION SERVICE DISTRICT NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NORTHEAST OREGON HOUSING AUTHORITY, OR PORT OF BRANDON, OR PORT OF MORGAN CITY, LA PORTLAND DEVELOPMENT COMMISSION, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR OREGON COAST COMMUNITY ACTION OREGON HOUSING AND COMMUNITY SERVICES OREGON LEGISLATIVE ADMINISTRATION ROGUE VALLEY SEWER, OR SAINT LANDRY PARISH TOURIST COMMISSION SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4. LA SALEM MASS TRANSIT DISTRICT SEWERAGE AND WATER BOARD OF NEW ORLEANS, SOUTH LAFOURCHE LEVEE DISTRICT, LA TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON TUALATIN HILLS PARK & RECREATION DISTRICT TUALATIN VALLEY FIRE & RESCUE TUALATIN VALLEY WATER DISTRICT WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT

DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103 MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR MULTNOMAH EDUCATION SERVICE DISTRICT MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41 NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS NESTUCCA VALLEY SCHOOL DISTRICT NO.101 NOBEL LEARNING COMMUNITIES NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21 NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT ONTARIO MIDDLE SCHOOL OREGON TRAIL SCHOOL DISTRICT NOA6 ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT

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UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

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ATTORNEY STATE OF UTAH

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| Business Name | Contact Name | Phone Number | Email |
|---|-----------------------|---------------------|------------------------------------|
| CDW Government LCC | Larissa Newman | 8662590569 | larinew@cdw.com |
| RaidComuting | Marcus Shaw | 8009107243 | marcus@raidcomputing.com |
| L4 Technologies | lain mohn | 6207682033 | lmohn@layer4tech.com |
| Network Computing Architects | Dave Lavender | 2142767931 | dave.lavender@ncanet.com |
| UNICOM Government, Inc. | Michael Mackesy | 7143942750 | michael.mackesy@unicomgov.com |
| Hypertec USA Inc. (Hypertec Direct) | Mike Marracino | 4806269000 | bidsus@hypertec.com |
| Interconnect Inc | David Ginsburg | 4802823750 | logistics@expertcom.net |
| GHA Technologies | Rita Techtman | 4804983320 | Rita.Techtman@gha-associatesl.com |
| Troxell Communications | Mary Casby | 6024215053 | mary.casby@trox.com |
| Elontec | Mika Blank | 6027595478 | mblank@elontec.com |
| Interconnect | Ben Tyminski | 4802823750 | ben@expertcom.net |
| NextNet Partners | Jerry Pierce | 6027262015 | Jerry.Pierce@nextnetpartners.com |
| GovConnection, Inc. | Robert Bush | 8008000019ext.33059 | robert.bush@connection.com |
| Integration Partners | Jerry Cahoon | 6025056907 | jcahoon@integrationpartners.com |
| Deloney | Veronica | 5203608164 | veronica@deloney.com |
| Summation Technology | Mike Jones | 8883403738 | mike@SummationTechnology.com |
| AV Innovations Inc. | Skip Spackeen | 5203254206ext.510 | sspackeen@avinnovations.com |
| 22nd Century Technologies, Inc. | Kulpreet Singh | 8889987284 | govt@tscti.com |
| PacketLogix | Jennifer Boylan | 6172836591 | jennifer@Packetlogix.com |
| CMIT Solutions | Marwan Halabi | 8664918442 | marwan@cmitsolutions.com |
| C3 Telecom | Clark Chamberlain III | 6023188071 | Clark@c3telecommunications.com |
| Infor Global Solutions | Brien Green | 9098388155 | brien.green@infor.com |
| ePlus | Ryan Yeck | 6023633169 | ryeck@eplus.com |
| Enterprise Networks Solutions | Mark Kelly | 4805051111 | mkelly@ens-az.com |
| Flashbay | Nick Ricossa | 6509383500 | nr@flashbay.com |
| TESSCO Inc | Keri Reddington | 4102291000 | bid@tessco.com |
| Curvature | Evan Casciato | 8053248647ext.3547 | ecasciato@curvature.com |
| Environmental Systems Research Institute, Inc. (Esri) | Jason Bumby | 9097932853ext.1755 | proposals@esri.com |
| SanTrac Technologies | Abdullah Sanders | 6027769600ext.102 | amikal@santractechnologies.com |
| QScend Technologies, Inc. | Kristee Trelli | 2037576000 | kristee.trelli@qscend.com |
| Matrix Imaging Products Inc | Brian Einbund | 7145565600 | Brian.einbund@matriximaginginc.com |
| | | | |

| Valore Partners, LLC. | Michael Parrish | 4807296720 | michael.parrish@valorepartners.com |
|---------------------------------|----------------------|--------------------|---|
| ACCRAM INC | Bob Daquilante | 6022854106 | bobd@accram.com |
| Technology Partners Inc | Chip McTiernan | 6022786060ext.131 | chipm@tpi-us.com |
| Spectrum Technology Solutions | Wayne Klug | 6238068484 | wayne@stsarizona.com |
| TESSCO Inc | Keri Reddington | 4102291000 | bid@tessco.com |
| Builders Guild, Inc. | Brenda Fickett | 4808330404ext.3143 | brendaf@buildersguild.com |
| AMCS Group | Frank Reen | 6035831243 | frank.reen@amcsgroup.com |
| Sairoop Technologies | Rupali | 7204598731ext.3 | rupali@sairoop.com |
| Atos | Carol Edwards | 7144250161 | carol.edwards@atos.net |
| REESE INDUSTRIES LLC | WILL WARNER | 4805022700 | will@reeseind.com |
| AVAGATE LLC | Steven Douglas | 6023907498 | steven.douglas@avagate.com |
| Valor IT | Valor IT | 6027222718 | simer.mayo@valorit.com |
| Apogee Compliance Group | Kevin Schirmer | 4805452201 | kevin@apogeemsp.com |
| CompuCom | Christopher Wagner | 4108124924 | christopher.wagner@compucom.com |
| Mission Critical Partners, Inc. | Michael Dougherty | 8888627911 | sales@mcp911.com |
| System Soft Technologies | Neha Desai | 7703910801ext.123 | neha.desai@sstech.us |
| TriTech | Chris Baldwin | 8582608411 | chris.baldwin@tritech.com |
| Envision, LLC | Rick Chapman | 4802858090 | rick.chapman@envision.com |
| Engineering Wireless Services | Jennifer Martin | 6029893141 | jennifer.martin@engineeringwireless.com |
| ManCom Inc | Yolanda Hernandez | 6232363500ext.491 | yhernandez@mancominc.com |
| Solü Technology Partners | John OBrien | 4803004934 | jobrien@solutechnology.com |
| Hoonuit I, LLC | Angie Bruns | 3206315957 | angie.bruns@hoonuit.com |
| PaRaBaL | Jim Black | 7178563740 | jblack@parabal.com |
| Ford Audio Video | Jordan Scales | 4803766567 | scalj@fordav.com |
| NVISION NETWORKING, INC. | Helen Roman | 5202196040 | HROMAN@NVISIONNET.COM |
| Creative Communications | Nick Spino | 6027223956 | nick.spino@creativecom.com |
| Abn Engineering, LLC | Sandeep Mane | 4802138524 | smane@abneng.com |
| QCM Technologies | Pat Paxton | 6027700644 | ppaxton@qcmtech.com |
| ManageOs | Scott Gorcester | 2069100242 | Scott@manage-ops.com |
| VIVA USA INC | Ilango Radhakrishnan | 8473680860 | govtbids@viva-it.com |
| Electrep | George Gao | 6502263165 | ggao@electrep.com |
| ABcom | Mark Donegan | 6027324907 | mdonegan@abcomllc.com |
| WaterSmart Software, Inc. | Shana Sharp | 3144972197 | business@watersmart.com |
| BIS Computer | Miro Macho | 8182485023ext.104 | miro@biscomputer.com |

| Accessory 1 | Mike Shiley | 5032317658 | mike@accessory1.net |
|---|--------------------|--------------------|--|
| accesso ShoWare | Rhonda Manfredo | 5594328000 | rhohnda.manfredo@accesso.com |
| Crave InfoTech | Vrushali Nistane | 2533105371 | vrushali@craveinfotech.com |
| BPG Technologies, LLC | Garrett McFadden | 4804690860 | gmcfadden@bpgtech.com |
| CivicConnect | Irina Nikolaeva | 2132251170ext.211 | sales@civicconnect.com |
| Pinnacle Data Systems | Mitch Anderson | 2053705637 | mitch.anderson@pinnacledatasystems.com |
| LANStar, LLC | Joel Ray | 4807528555ext.213 | joel@lanstaraz.net |
| Tri-Tek Electronics | Jeff Taylor | 4802689259ext.203 | sales@tritekelectronics.com |
| Red Hawk Solutions LLC | Bob Baker | 6029802992 | bob@redhawksolutionsaz.com |
| End 2 End Technologies | Adam Herman | 4805458800ext.4009 | Engineering@e2etec.com |
| tel tech networks | francisco biebrich | 6024319399ext.222 | francisco.biebrich@teltechnetworks.com |
| LAVIDGE | David Nobs | 4809982600 | dnobs@lavidge.com |
| Gould Intelligent, LLC | Karen England | 6233288027 | kengland@gouldintelligent.com |
| ServerLogic Corp. | Jeff Grow | 5034168307 | jeffgrow@serverlogic.com |
| Sharp Business Systems | Larry Shipwash | 4803036745 | shipwasl@sharpusa.com |
| ServerLogic Corp | Jeff Grow | 5034168307 | jeffgrow@serverlogic.com |
| ServerLogic Corp | Jeff Grow | 5034168307 | jeffgrow@serverlogic.com |
| LAVIDGE | Laurie Schnebly | 4806487545 | lschnebly@lavidge.com |
| Viderum Inc | Sebastian Moleski | 4159201242 | smoleski@viderum.com |
| Millennium IT | Angel Moreno | 4802625383 | amoreno@emailmit.com |
| Vivid Learning Systems | James Moss | 5095452553 | jmoss@learnatvivid.com |
| Provision Networks | Patrick Haenel | 6026824814 | phaenel@provisionnetworks.net |
| CS&S Computer Systems, Inc | MD Dbeis | 4809688585ext.204 | md@css-computers.com |
| ER2 | Ben Peters | 8582480277 | ben@er2.com |
| MIL GEOSPATIAL LLC | PRIYANKA MILLER | 4148015924 | PMILLER@MILGEOSPATIAL.COM |
| Arcadis | Brian Bubela | 6024380883 | Brian.Bubela@arcadis.com |
| HyeTech Network & Security Solutions, LLC | Lisa Andrus | 6026940303 | landrus@hyetechnetworks.com |
| Orchestrating Your Success, LLC | Cerila Gailliard | 4805270205 | cerila.gailliard@oysllc.com |
| RIU Cyber Security | Daniel Hilburn | 6025757819 | info@rappitup.net |
| Traversant Group | Jennifer Woods | 6023437465 | jennifer@traversantgroup.com |
| Deltek | Karen Rasing | 8004562009 | KarenMaeRasing@deltek.com |
| Zolon Tech, Inc. | Manu Puri | 7036367370ext.7370 | govt@zolontech.com |
| Zolon Tech, Inc. | Manu Puri | 7036367370 | govt@zolontech.com |
| Zolon Tech, Inc. | Manu Puri | 7036367370 | govt@zolontech.com |
| | | | |

| ExpInfo Inc | Suprotim | 5185334901 | suprotim@expinfo.com |
|--|---------------------|--------------------|------------------------------------|
| Harris Corporation | Chris Lopez | 8052181408 | clopez16@harris.com |
| MyserviceGuru | Ron Babich | 6232038646 | ronbabichaz@gmail.com |
| SevenOutsource | Steve Walse | 3153087852 | rfpalerts@gmail.com |
| Meriye, LLC. | Prashant Nagle | 9179009295 | rfp@meriye.com |
| BCS | Chris Cot | 4807319300 | chris@bcstek.com |
| Infojini, Inc | Sandeep Harjani | 4432570086 | statebids@infojiniconsulting.com |
| ARDENT TECHNOLOGIES INC | VAS APPALANENI | 9373121345 | Vendorregistration@ardentinc.com |
| SpryPoint Services Inc | Ryan Cawley | 9029406830 | rcawley@sprypoint.com |
| GuideSoft, Inc. dba Knowledge Services | Cindy Davis | 3175781700 | cindyd@knowledgeservices.com |
| NCS Technologies | Doug Eacker | 7037438550 | deacker@ncst.com |
| Copper State Communications | Bryan Simmons | 6024553240 | bsimmons@copper-state.com |
| West Interactive Services | Robert Bryan | 6143568070 | rebryan@west.com |
| MicroReplay | Christine Bellorado | 9782621340ext.4770 | cbellorado@microreplay.com |
| Carahsoft Technology Corporation | William Heppner | 7038718500 | william.heppner@carahsoft.com |
| Pltney Bowes | Tom Tanaka | 3107149945 | tom.tanaka@pb.com |
| COOLSOFT LLC | Anand Krishnamurty | 5026540010 | cscontract@gmail.com |
| 3D Herndon | Ran Farmer | 5712393276 | r.farmer@3dherndon.com |
| Alpha Sirius inc | Ajay Vonkarey | 6462325487 | info@alphasirius.com |
| Dailey-Wells Communications, Inc. | Gary Kimmerle | 7144045719 | gary@dwcomm.com |
| Telrepco | Roseann Mayo | 2032845226 | rmayo@telrepco.com |
| LVN Systems LLC | Dave Whipple | 7024482812 | dave@lvnsystems.com |
| Pinnacle Data Systems | Peggy Banks | 7709779165 | peggybanks@pinnacledatasystems.com |
| Bidnet | Bid net | 8666771997 | GBS@BIDNET.COM |
| Trinity3 Technology | Eric Ogden | 6518887922 | eogden@trinity3.com |
| Great Scott Enterprises I, LLC | Nemuel N Cruz | 5203430593 | nemuel@gseit.com |
| Neumeric Technologies Corporation | Sudheer Gaddam | 6148827170ext.112 | projects@ntc-in.com |
| Electronic Risks Consultants, Inc. | Jeremiah Harris | 9088230960 | bids@erc-corp.com |
| LanceSoft, Inc. | Shahnaaz | 7039534500 | marketing@lancesoft.com |
| KCI | Jennifer Campbell | 2019346500ext.23 | jennifer@teamkci.com |
| Riverside Technologies, Inc. | Terry DenBeste | 8668044388 | tdenbeste@1rti.com |
| Troy & Banks, Inc. | Thomas Ranallo | 7168394402ext.1005 | tranallo@troybanks.com |
| iiT Consulting | Mary Siero | 7023713112 | msiero@iitconsulting.org |
| Data Memory Systems | Nancy | 8006627466ext.10 | nancyg@datamem.com |
| | | | |

| Business Ventures G | lohal IIC | Ryan A. Starzyk | 8884196925 | ryans@businessmobi.com |
|-----------------------|-----------------------|------------------------------|--------------------|-------------------------------|
| Solstice Technologies | • | lan Robertson | 2402350602 | ian@solstice-inc.com |
| Joy Systems, Inc. | 5 me | Dan Grabon | 7323288566 | dan@joysystems.com |
| Brother Internationa | I | Frank Takacs | 9082523235 | frank.takacs@brother.com |
| Logicalis | ' | Jaime Kazee | 4803462347 | jaime.kazee@us.logicalis.com |
| Achilles Shield, Inc. | | Kevin Thomas | 7035010094 | KEVIN.THOMAS@A-SHIELD.COM |
| mahidhar@abacusse | ervice com | Mahidhar Reddy Duvvuru | 4088093219ext.6852 | mahidhar@abacusservice.com |
| ByteSpeed LLC | TVICE.COM | Kate Roehrich | 8775530777 | kroehrich@bytespeed.com |
| ByteSpeed | | Kate Roehrich | 8775530777 | kroehrich@bytespeed.com |
| CDW | | Chris Anderson | 8775702643 | Chrande@cdwg.com |
| 1080 Titan Technolog | gies | Chris Wilson | 8774961325ext.101 | chris@1080titan.com |
| Carahsoft Technolog | _ | Jordan Arvoy | 5406647735 | Jordan.Arvoy@Carahsoft.com |
| Lenovo | y corporation | Jack Workman | 9198743586 | jworkman1@lenovo.com |
| Aspen Systems, Inc | | Makoto Furukawa | 7204023278 | makof@aspsys.com |
| TTG | | Michael Tersigni | 2164383138 | mtersigni@techtradeglobal.com |
| Zones, Inc. | | Jade Jacobson | 2532053586 | jade.jacobson@zones.com |
| Trinity3 Technology | | Eric Ogden | 6518887922 | eogden@trinity3.com |
| SourceHOV | | Amy Raines | 7136858250 | amy.raines@hovservices.com |
| | uncications | Michael Wilson | 6024553241 | - |
| Copper State Commi | | Lori Schroeder | 8887456866ext.113 | mwilson@copper-state.com |
| • | licon Mountain Memory | | | lschroeder@smmdirect.com |
| AlphaCard | | Mary Hamby | 8007178080 | mhamby@alphacard.com |
| VirPack | | kelley.hudecheck@virpack.com | 7039964892 | kelley.hudecheck@virpack.com |
| Kyocera | | Philip | 8057291659 | Philip.vinceri@da.kyocera.com |
| VirPack | | KH | 7039964892 | kelley.hudecheck@virpack.com |
| Absolute Central Tec | <u> </u> | Robert Crossland | 6235053015 | robert@absolutecentral.com |
| C3 Technology Soluti | ions LLC | Chris Swatty | 4802901728 | cptswatty@msn.com |
| cStor | | Carolyn Pinckard | 4807602122 | carolyn.pinckard@cStor.com |
| West Safety Solution | | Chris Schau | 7202529308 | cschau@west.com |
| Samiti Technology In | C. | Nick Sharma | 7325160066ext.305 | rfp@samitimail.com |
| Connectria Hosting | | David Pollard | 3145877018 | dpollard@connectria.com |
| ITConnect Inc | | Kenetha Mann | 4809354065 | kmann@itconnectinc.com |
| Connectria Hosting | | David Pollard | 3145877018 | dpollard@connectria.com |
| Polyrific | | Matt Cashatt | 4802980220 | matt.cashatt@polyrific.com |
| The United Solutions | Group Inc. | Biru Singh | 2674011300ext.119 | bsingh@usgit.com |
| | | | | |

| Trans-West Network Solutions | Debi Caron | 6023447214 | Dcaron@twns.com |
|---|--------------------|--------------------|---------------------------------|
| CompQsoft, Inc. | Ramesh Subramaniam | 2819680911 | sales@compqsoft.com |
| Sharp Business Systems | Alan Hahn | 6023039700 | alan.hahn@sharpusa.com |
| Vision Technology | Bonnie Steiner | 7012223009 | bonnie@vision-technology.com |
| Rohr Systems, Inc. dba Computer Peripherals Unlimited, Inc. | Darren McLaws | 4805050177 | darren@cpuinc.com |
| Tempus Nova | Abigail Halder | 3194005517 | abby@tempusnova.com |
| Corporate Technology Solutions | Drew Tucker | 4803770225ext.220 | dtucker@ctscabling.com |
| Eos Systems | Stacy Arambages | 7814532600ext.121 | stacya@eos-systems.com |
| FOX MICRO INTERNATIONAL | kevin zafari | 9726901590ext.1004 | kevinz@foxmciroint.com |
| CXtec | Michele Bull | 3158833781 | mbull@cxtec.com |
| Centurion | Ed Campbell | 2062366103 | ed.campbell@videoplanet.us |
| Accenture | Kristi Miller | 4805403746 | kristi.d.miller@accenture.com |
| Cabling Solutions Group | Jim Hunziker | 5188475480 | Jim@cablingsolutionsgroup.com |
| Decision Consultants, Inc. | Donny Te | 6022654417 | dte@dcicorporation.com |
| Avocette Technologies Inc. | Janet Majocha | 2503892993ext.226 | Bids@avocette.com |
| Denovo Ventures, LLC | Carolyn Terry | 3038272687 | cterry@denovo-us.com |
| ExtenData Solutions, LLC | Dale Trimble | 6027418573 | trimbled@extendata.com |
| Delta Swiss Technologies | Christopher Hirsch | 6027535410ext.1010 | chirsch@deltaswiss.com |
| Mall Lobby.com, Inc. | Lang Maith | 3018072422 | lang.maith@malllobby.com |
| ByteSpeed | Regan Conroy | 2182270492 | rconroy@byteSpeed.com |
| Xplore Technologies | Dean Crosek | 5126863158 | dcrosek@xploretech.com |
| BTEK Software, Inc. | Stanley Babowicz | 6024269007 | stanb@bteksoftware.com |
| GeoConex | Gina Stanford | 8656860411ext.402 | gina.stanford@geoconex.com |
| Mosaic451, LLC | Steven J Greschner | 4803810778 | steve.greschner@mosaic451.com |
| ComLink Southwest | Jim Galloway | 4803030150 | jgalloway@comlinksw.com |
| ProVelocity | Curtis Thomas | 9702636933 | cthomas@objgroup.com |
| mcKay Conant Hoover | Taylor Blaine | 4809473335ext.106 | tblaine@mchinc.com |
| EvoTek | Derek Rast | 4803298139 | drast@evotek.com |
| AZ Managed IT LLC | Robert Godfrey | 4804165043 | robert.godfrey@azmanagedit.com |
| Sterling Mobile Services | Ramon Yslas | 4807854711ext.112 | ramon @sterlingmobile.com |
| CliftonLarsonAllen LLP | Amanda Jeffers | 5203521214 | amanda.jeffers@claconnect.com |
| Superion | Proposals Dept | 4073043235 | proposals@superion.com |
| IdenTrust | Cindy Billingsley | 8013843521 | cindy.billingsley@identrust.com |
| Zones, Inc. | Imran Yunus | 3107660124 | bidteam@zones.com |
| | | | |

| Samsung Electronics America, Inc. | Dierdre Curran | 2012294782 | d.curran@sea.samsung.com |
|--|-------------------|--------------------|---|
| 1Spatial Inc. | Mike Mathews | 7034449488 | Mike.Mathews@1Spatial.com |
| Synchronous Technologies LLC | Patrick Goodwin | 6233632910 | pgoodwin@synchronoustech.com |
| Decision Consultants, Inc. | Donny Te | 6022654417 | dte@dcicorporation.com |
| DataBank IMX | Thomas Alonge | 6028451623 | Talonge@databankimx.com |
| Netscout | Simon Beitdashtoo | 9492805147 | Simon.beitdashtoo@netscout.com |
| Imagine Technology Group | Stephen Callahan | 4806202242 | scallahan@itgarizona.com |
| US IT Solutions, Inc. | Sumit Gagneja | 4087660000ext.375 | State.rfp@usitsol.com |
| US IT Solutions, Inc. | Sumit Gagneja | 4087660000 | govt@usitsol.com |
| Enterprise Networks Solutoins | Larry potthoff | 4805051111 | larry@ens-az.com |
| Western Integrated Systems | Ray Hughes | 4806030538ext.22 | Ray.hughes@westint.com |
| KBS | Mike Aloba | 6307742250 | aloba@kbs.us.com |
| New Century Technologies | Jesse XA | 7144677016 | jesse@nctsolution.com |
| Arizona Office Technologies | Lori Grinde-Lyons | 6023463002 | lori.lyons@aot-xerox.com |
| Lone Star Systems, Inc | Robert Baskett | 4807344237 | RobertBaskett@LoneStarSolutions.net |
| Energy Acuity | Alec Davitt | 7204582058 | Adavitt@energyacuity.com |
| Zones, Inc. | Asad Ijaz | 9496816808ext.2868 | bidteam@zones.com |
| CCI WorldWide | Judy Elly | 8004932105ext.210 | hr@cci-worldwide.com |
| Steele Technology, Inc | Brad Wilkinson | 8016739269 | bwilkinson@steele.net |
| psi digital | Brandi Falagrady | 3034502900 | brandi@plottersupplies.com |
| RPN NETWORKS | Ryan Naff | 9492420082 | ryan@rpnnet.com |
| RADgov, Inc. | Ellen Loprete | 9549382800 | eloprete@radgov.com |
| Lessor's Business Machines | Randy Lessor | 5208364801 | randy@lbmi.com |
| Old American Incorporated | Arturo Leon | 9497199410 | aleon@oldamericaninc.net |
| Apex Computer Systems, Inc. | Ira Klein | 5629266820ext.7335 | sales@acsi2000.com |
| Cloud Computing Technologies | Dr. Alan Castillo | 6024436800ext.105 | Alan. Castillo @Cloud Computing Technologies. com |
| SPCAZ | Wes Baysinger | 6025504299 | SPCAZ@cox.net |
| Black Box Network Services | Juan Buscas | 6022673253 | Juan.Buscas@Blackbox.com |
| AZ GOV Affairs | Gretchen Jacobs | 6022965699 | jacobs@azgovaffiars.com |
| IT Partners | Mark Thompson | 6022966109 | mark.thompson@it-partners.com |
| Hye Tech Network & Security Solutions, Ilc | Lisa Andrus | 4809008100 | landrus@hyetechnetworks.com |
| Aero-Graphics, Inc. | Kelly C Francis | 8014873273 | kfrancis@aero-graphics.com |
| Thin Client Computing | Steve Greenberg | 6024328649 | steveg@thinclient.net |
| EAR Professional Audio Video | Mike King | 6022670600 | info@ear.net |
| | | | |

| ENET Solutions | Marc Anderson | 9492428076 | marc@enetusa.com |
|---|-------------------|--------------------|--------------------------------|
| Starnet Data Design | Kimberly Sitton | 8053710585 | ksitton@starnetdata.com |
| SUNSOFT | POORNIMA HIREMATH | 6028032728 | nima@sunsoftonline.com |
| CCS Presentation Systems | Tony Piowarsy | 4803480100ext.282 | tpiowarsy@ccsprojects.com |
| Starnet Data Design | Kimberly Sitton | 8053710585 | ksitton@starnetdata.com |
| Cox Business | David Daniels | 6233282104 | david.daniels3@cox.com |
| VESTRA Resources Inc | Sandi McDaniel | 5302232585 | smcdaniel@vestra.com |
| Digital Map Products, Inc. | Tracie Wilson | 9496560875 | twilson@digmap.com |
| Network Consulting Services, inc | Chris Hiett | 8012957555 | chiett@ncsi.us |
| Howard Technology Solutions | Yareasia Ellis | 6014253181 | bids@howardcomputers.com |
| Ask IT Consulting Inc. | Adam Watson | 6316491313ext.730 | govt@askitc.com |
| NCA | Barb Kiernan | 2142767931 | barb.kiernan@ncanet.com |
| 3D Universe | Jeremy Simon | 8006894344 | jeremy@3duniverse.org |
| Baker & Taylor | Lee Ann Queen | 8007757930ext.3245 | bids@baker-taylor.com |
| Forrester Research | Rob Brady | 7035842628 | rbrady@forrester.com |
| PROFESSIONAL MARKETING SERVICES INC | MARGARET DOEHNERT | 4809405400 | maggie@promarketinc.com |
| Disys | Avery Redmond | 4802699624 | avery.redmond@disys.com |
| Voice Solutions | Gary Schaffer | 8776537007ext.301 | kristen@voice-solutions.com |
| Voice Solutions | Gary Schaffer | 8776537007ext.301 | kristen@voice-solutions.com |
| Simply Bits | Lisa Moroe | 5205450400 | lisam@simplybits.com |
| Infosys Public Services | Deependra Singh | 5714357395 | deependra_singh@infosys.com |
| cg | cg | 999999999 | cg@gmail.com |
| Datalink an Insight Company | Dan Doehler | 6023152729 | dan.doehler@insight.com |
| Tevora | John McDermott | 4805598701 | jmcdermott@tevora.com |
| professional marketing services | maggie doehnert | 4805409400 | maggie@promarketinc.com |
| D Mullis Insurance | Ddd mullis | 2109839244 | dmullisinsurance@gmail.com |
| JANUS Software, Inc. (d/b/a JANUS Associates) | Jeannette Kearny | 2032510213 | jeannettek@janusassociates.com |
| DevCare Solutions | Janaki Thiru | 6142212277 | info@devcare.com |
| Panther International | Axah McCalla | 7275560990ext.1018 | axah@pantherinternational.com |
| OASISmicro | Aaron Witte | 6024900580 | aaron.witte@oasismicro.com |
| COM | Pam T. | 4806442822 | pam.tyson@mesaaz.gov |
| vCORE Technology Partners | Cynthia Sands | 3107226877 | cynthia.sands@vcoretec.com |
| Prime Vendor | Maggie Brudvig | 8007469554 | work43@prime-vendor.com |
| vCORE Technology Partners | Cynthia Sands | 3107226877 | cynthia.sands@vcoretec.com |
| | | | |

| Laser Options | Bo Marsh | 4803988491 | bmarsh@laseroptions.com |
|----------------------------------|----------------------|---------------------|-------------------------------------|
| V3iT consulting, inc | Vandana Padgaonkar | 6302451400ext.202 | rfp@v3it.com |
| CybarWorks, Inc | Robert Gimbel | 4809488029 | rgimbel@cybarworks.com |
| Access Technologies | Tim Gorman | 5053410202ext.103 | Tim@atisw.com |
| Innovative Network Solutions LLC | Karen Naberhaus | 7025689006 | karen.naberhaus@insllc.com |
| GDI Communications LLC | Ray Cauduro | 7753458000ext.1010 | rcauduro@sgdi.net |
| Sure Power Consulting, LLC | Derek Somerville | 7706704307 | dsomerville@surepowerconsulting.com |
| DSI | Jeff McCartney | 4809218134ext.231 | jeff@webuilddatacenters.com |
| Southwestern Scale | Dean Dumont | 6022433951 | ddumont@swscale.com |
| Dice Communications, LLC | Micheala Pogue | 4029918264 | mpogue@dicellc.com |
| Video West, Inc. | Maureen Olson | 4802223180 | maureenolson@videowestinc.com |
| Electro Scan Inc. | Chuck Hansen | 9167790660 | chuck@electroscan.com |
| Randy | Synstad | 6025383846 | rsynstad@cox.net |
| Royal Technocrats | Mohammed Ali | 7137768300 | mdali@royaltechnocrats.com |
| Contact Wireless | Leslie Prichard | 5052754624 | lprichard@contactwireless.com |
| Artisan Systems | Ted Davenport | 6027053777 | tdavenport@artisanaz.com |
| Premier audio visual | Jim gleason | 6027572169 | Jgleason@premieraudiovisual.com |
| Axion | Cliff Phillips | 8885489544 | cliff.phillips@ax-ion.com |
| AECOM | SW Area Marketing | 6026482418 | sw.area.marketing@aecom.com |
| Phoenix Production Services | Jeff Becker | 4807174117 | jeff@filmwithpps.com |
| sunrise education systems | Walt Schletter | 4802130974 | walt.schletter@gmail.com |
| Alpha Sirius Inc | Ajay vonkarey | 6462325487 | info@alphasirius.com |
| PCMG | Ian Arakaki | 5053183145 | ian.arakaki@pcmg.com |
| Independent Electric Supply | Steve Ray | 4804777962 | steve.ray@iesupply.com |
| Rykartan Consulting, LLC | Damon Sickmon | 3035874578 | damons@rykartan.com |
| ricoh corp | joe zavislak | 4803797469 | joseph.zavislak@ricoh-usa.com |
| Tel Tech Networks, Inc. | Mike (Bull) Bosely | 6024319399 | michael.bosely@teltechnetworks.com |
| SHI International Corp | Meghan Flisakowski | 5125174088 | meghan_flisakowski@shi.com |
| eData Collectors, Inc. | Angela Cabrera | 8322640738 | acabrera@eDataCollectors.com |
| Lawson Products, Inc. | Lisa Castanon | 7733045438ext.75438 | lisa.castanon@lawsonproducts.com |
| test | test | 480666666 | test@test.com |
| Lexmark | Aaron Carpenter | 6027518848 | aaron.carpenter@lexmark.com |
| Latitude Geographics Group | Scott Stafford-Veale | 2503838130 | ssv@latitudegeo.com |
| Sentinel Technologies | Ron Bodie | 4808975924 | rbodie@sentinel.com |
| | | | |

IntelliTime Systems Corporation
Southwest Groundwater Consultants
OfficeStoreDepot, Inc.
Sentinel Technologies

Philip Betz Georgia Waters Joseph Corts Ron Bodie 7144443020 6029555547 8666373019ext.5 4808975924 pbetz@intellitime.com gwaters@swgroundwater.com sales@officestoredepot.com rbodie@sentinel.com From: Cyndi Gonzales Bcc: <u>Sharon Brause; "sarah.vavra@nationalipa.org"; "deborah.bushnell@nationalipa.org";</u> "michael.lasley@nationalipa.org"; "larinew@cdw.com"; "marcus@raidcomputing.com"; "lmohn@layer4tech.com"; "dave.lavender@ncanet.com"; "michael.mackesy@unicomgov.com"; "bidsus@hypertec.com"; "logistics@expertcom.net"; "Rita.Techtman@gha-associatesl.com"; "mary.casby@trox.com"; "robert.bush@connection.com"; "jcahoon@integrationpartners.com"; "veronica@deloney.com"; "jennifer@Packetlogix.com"; "marwan@cmitsolutions.com"; "Clark@c3telecommunications.com"; "brien.green@infor.com"; "ryeck@eplus.com"; "mkelly@ens-az.com"; "nr@flashbay.com"; "bid@tessco.com"; "ecasciato@curvature.com"; "proposals@esri.com"; "amikal@santractechnologies.com"; "kristee.trelli@qscend.com"; "Brian.einbund@matriximaginginc.com"; "michael.parrish@valorepartners.com"; "brendaf@buildersguild.com"; "frank.reen@amcsgroup.com"; "rupali@sairoop.com"; "carol.edwards@atos.net"; "will@reeseind.com"; "steven.douglas@avagate.com"; "simer.mayo@valorit.com"; "kevin@apogeemsp.com"; "christopher.wagner@compucom.com"; "sales@mcp911.com"; "neha.desai@sstech.us"; "yhernandez@mancominc.com"; "jobrien@solutechnology.com"; "angie.bruns@hoonuit.com"; "mdonegan@abcomllc.com"; "business@watersmart.com"; "miro@biscomputer.com"; "mike@accessory1.net"; "sales@civicconnect.com"; "mitch.anderson@pinnacledatasystems.com"; "joel@lanstaraz.net"; "sales@tritekelectronics.com"; "bob@redhawksolutionsaz.com"; "Engineering@e2etec.com"; "francisco.biebrich@teltechnetworks.com"; "dnobs@lavidge.com"; "kengland@gouldintelligent.com"; <u>"jeffgrow@serverlogic.com"; "shipwasl@sharpusa.com"; "jeffgrow@serverlogic.com";</u> <u>"jeffgrow@serverlogic.com"; "lschnebly@lavidge.com"; "smoleski@viderum.com"; "amoreno@emailmit.com";</u> 'jmoss@learnatvivid.com"; "phaenel@provisionnetworks.net"; "md@css-computers.com"; "ben@er2.com"; "PMILLER@MILGEOSPATIAL.COM"; "Brian.Bubela@arcadis.com"; "landrus@hyetechnetworks.com"; "cerila.gailliard@oysllc.com"; "info@rappitup.net"; "jennifer@traversantgroup.com"; "KarenMaeRasing@deltek.com"; "govt@zolontech.com"; "govt@zolontech.com"; "govt@zolontech.com"; "suprotim@expinfo.com"; "clopez16@harris.com"; "ronbabichaz@gmail.com"; "rfpalerts@gmail.com"; "rfp@meriye.com"; "chris@bcstek.com"; "statebids@infojiniconsulting.com"; "Vendorregistration@ardentinc.com"; "rcawley@sprypoint.com"; "cindyd@knowledgeservices.com"; "deacker@ncst.com"; "bsimmons@copper-state.com"; "rebryan@west.com"; "cbellorado@microreplay.com"; "william.heppner@carahsoft.com"; "tom.tanaka@pb.com"; "cscontract@gmail.com"; "r.farmer@3dherndon.com"; "info@alphasirius.com"; "gary@dwcomm.com"; "rmayo@telrepco.com"; "dave@lvnsystems.com"; "peggybanks@pinnacledatasystems.com"; "GBS@BIDNET.COM"; "eogden@trinity3.com"; "nemuel@gseit.com"; "projects@ntc-in.com"; "bids@erc-corp.com"; "marketing@lancesoft.com"; "jennifer@teamkci.com"; "tdenbeste@1rti.com"; "tranallo@troybanks.com"; "msiero@iitconsulting.org"; "nancyg@datamem.com"; "ryans@businessmobi.com"; "ian@solstice-inc.com"; "dan@joysystems.com"; "frank.takacs@brother.com"; "dan@joysystems.com"; "frank.takacs@brother.com"; "dan@joysystems.com"; "frank.takacs@brother.com"; "frank.takac "kroehrich@bytespeed.com"; "kroehrich@bytespeed.com"; "Chrande@cdwg.com"; "chris@1080titan.com"; "mtersigni@techtradeglobal.com"; "jade.jacobson@zones.com"; "eogden@trinity3.com"; "amy.raines@hovservices.com"; "mwilson@copper-state.com"; "Ischroeder@smmdirect.com"; "mhamby@alphacard.com"; "kelley.hudecheck@virpack.com"; "Philip.vinceri@da.kyocera.com"; "carolyn.pinckard@cStor.com"; "cschau@west.com"; "rfp@samitimail.com"; "dpollard@connectria.com"; "kmann@itconnectinc.com"; "dpollard@connectria.com"; "matt.cashatt@polyrific.com"; "bsingh@usgit.com"; "Dcaron@twns.com"; "sales@compqsoft.com"; "alan.hahn@sharpusa.com"; "bonnie@vision-technology.com"; "darren@cpuinc.com"; "abby@tempusnova.com"; "dtucker@ctscabling.com"; "stacya@eos-systems.com"; "kevinz@foxmciroint.com"; "mbull@cxtec.com"; "ed.campbell@videoplanet.us"; "kristi.d.miller@accenture.com"; "Jim@cablingsolutionsgroup.com"; "dte@dcicorporation.com"; "Bids@avocette.com"; "cterry@denovo-us.com"; "trimbled@extendata.com"; "chirsch@deltaswiss.com"; "lang.maith@malllobby.com"; "rconroy@byteSpeed.com"; "dcrosek@xploretech.com"; "stanb@bteksoftware.com"; "gina.stanford@geoconex.com"; <u>"steve.greschner@mosaic451.com"; "jgalloway@comlinksw.com"; "cthomas@objgroup.com";</u> "amanda.jeffers@claconnect.com"; "proposals@superion.com"; "cindy.billingsley@identrust.com"; "bidteam@zones.com"; "d.curran@sea.samsung.com"; "Mike.Mathews@1Spatial.com"; "pgoodwin@synchronoustech.com"; "dte@dcicorporation.com"; "Talonge@databankimx.com"; "Simon.beitdashtoo@netscout.com"; "scallahan@itgarizona.com"; "State.rfp@usitsol.com"; "govt@usitsol.com"; Larry Pothoff; "Ray.hughes@westint.com"; "aloba@kbs.us.com"; "jesse@nctsolution.com"; "lori.lyons@aotxerox.com"; "RobertBaskett@LoneStarSolutions.net"; "Adavitt@energyacuity.com"; "bidteam@zones.com"; "hr@cci-worldwide.com"; "bwilkinson@steele.net"; "brandi@plottersupplies.com"; "ryan@rpnnet.com"; "eloprete@radgov.com"; "randy@lbmi.com"; "aleon@oldamericaninc.net"; "sales@acsi2000.com"; "Alan.Castillo@CloudComputingTechnologies.com"; "SPCAZ@cox.net"; "Juan.Buscas@Blackbox.com"; <u>"jacobs@azgovaffiars.com"; "mark.thompson@it-partners.com"; "landrus@hyetechnetworks.com";</u>

"eloprete@radgov.com"; "randy@lbmi.com"; "aleon@oldamericaninc.net"; "sales@acsi2000.com";
"Alan.Castillo@CloudComputingTechnologies.com"; "SPCAZ@cox.net"; "Juan.Buscas@Blackbox.com";
"jacobs@azgovaffiars.com"; "mark.thompson@it-partners.com"; "landrus@hyetechnetworks.com";
"kfrancis@aero-graphics.com"; "steveg@thinclient.net"; "info@ear.net"; "marc@enetusa.com";
"ksitton@starnetdata.com"; "nima@sunsoftonline.com"; "tpiowarsy@ccsprojects.com";
"ksitton@starnetdata.com"; "david.daniels3@cox.com"; "smcdaniel@vestra.com"; "twilson@digmap.com";
"chiett@ncsi.us"; "bids@howardcomputers.com"; "govt@askitc.com"; "barb.kiernan@ncanet.com";
"jeremy@3duniverse.org"; "bids@baker-taylor.com"; "rbrady@forrester.com"; "maggie@promarketinc.com";
"avery.redmond@disys.com"; "kristen@voice-solutions.com"; "kristen@voice-solutions.com";
"lisam@simplybits.com"; "deependra_singh@infosys.com"; "cg@gmail.com"; "dan.doehler@insight.com";

<u>"imcdermott@tevora.com"</u>; <u>"maggie@promarketinc.com"</u>; <u>"dmullisinsurance@gmail.com"</u>; <u>"jeannettek@janusassociates.com"</u>; <u>"info@devcare.com"</u>; <u>"axah@pantherinternational.com"</u>;

"aaron.witte@oasismicro.com"; Pam Tyson; "cynthia.sands@vcoretec.com"; "work43@prime-vendor.com"; "cynthia.sands@vcoretec.com"; "bmarsh@laseroptions.com"; "rfp@v3it.com"; "rgimbel@cybarworks.com";

"dsomerville@surepowerconsulting.com"; "jeff@webuilddatacenters.com"; "ddumont@swscale.com";

"mpogue@dicellc.com"; "maureenolson@videowestinc.com"; "chuck@electroscan.com"; "rsynstad@cox.net";

<u>"mdali@royaltechnocrats.com"</u>; <u>"lprichard@contactwireless.com"</u>; <u>"tdavenport@artisanaz.com"</u>; "Jgleason@premieraudiovisual.com"; "cliff.phillips@ax-ion.com"; "sw.area.marketing@aecom.com"

"michael.bosely@teltechnetworks.com"; "meghan flisakowski@shi.com"; "acabrera@eDataCollectors.com"; "lisa.castanon@lawsonproducts.com"; "test@test.com"; "aaron.carpenter@lexmark.com";

"ssv@latitudegeo.com"; "rbodie@sentinel.com"; "pbetz@intellitime.com"; "gwaters@swgroundwater.com";

<u>"sales@officestoredepot.com"</u>; <u>"rbodie@sentinel.com"</u>

Subject: City of Mesa Addendum 1: RFP #2018011 - Information Technology Solutions & Services

Date: Thursday, September 21, 2017 5:30:00 PM

Attachments: 2018011 Addendum 1.pdf

Response for National IPA Program.docx

Importance: High

Good Afternoon,

Please find attached a copy of Addendum #1, which is available on the Purchasing website at http://mesaaz.gov/Home/Components/RFP/RFP/1089/624 for the above entitled Request for Proposal.

Thank you,

Cyndi Gonzales, M.A. Procurement Specialist City of Mesa - Purchasing Telephone: 480-644-2179

Fax: 480-644-2655

Office Hours: Mon-Thurs 6:30am-5:30pm

Closed on Fridays

