

Request for Proposal Response

OMNIA Partners National Cooperative Contract

Region 4 Education Service Center

Cyber Security Solutions and Associated Products and Services

Submission Date: July 14, 2020, 10am Central

Submitted To:

Region 4 Education Service Center Attn: Crystal Wallace 7145 West Tidwell Road Houston, TX 77092

Submitted By:

ThunderCat Technology, LLC POC: Matt East (703) 304-8791 meast@thundercattech.com

This document is proprietary and is intended solely for the use and information of the client to whom it is addressed.



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Region 4 RFP #20-08 Cyber Security Solutions and Associated Products and Services, July 14, 2020

1.0 Supplier Response (Section 3.0)

1.1 Company (Section 3.1)

A. Brief History and Description

ThunderCat Technology, LLC, is an ISO 9001:2015, Value Added Reseller (VAR) and Service-Disabled Veteran Owned Small Business (100% Combat-related Disability) with numerous industry awards and exceptional evaluations for Government contracts. In the IT industry, ThunderCat has won CRN Tech Elite 250 (seven times), INC5000 (five years in a row), Forbes Most Promising Small Businesses, Washington Technology Fast 50, Washington Technology Top 100, Solution Provider 500, CRN Fast Growth 100, Washington Business Journal 50 Fastest Growing Companies (also their #1 SDVOSB), SmartCEO GovStar Industry Small Business, SmartCEO Future 50, Ernst & Young Entrepreneur of the Award, VAR 500, DHS Small Business of the Year - 2016 and Best Places to work in Virginia (seven years in a row). As a testament to our success, ThunderCat has grown from \$28 million (2008) to \$694 million (2019), a 2,380% increase.

ThunderCat Technology, LLC is certified across multiple partners and the latest technologies impacting servers, storage, networking, virtualization, cloud and cyber security. It also means our engineers, sales managers and support staff are committed to excellence as evident in our total sales of \$1.77 billion across 7,334 Delivery Orders (DOs) over the last three years. In total, ThunderCat has sold \$3.7 billion in products and services over 14,400 total orders.

B Total Number and Location of Salespeople

ThunderCat Technology, LLC employs a total of 92 people, 40 of which are engaged in sales. These sales functions include: Face-to-face, Quote Generation or Solicitation response. These personnel cover and travel throughout the U.S. and visit their agencies overseas. Their home bases of operation include:

FL	MI	VA
IL	NJ	WA
MD	NY	

C. Number and Location of Support Centers

ThunderCat Technology, LLC is shopping for space to establish an integration center. ThunderCat has maintained ISO 9001 certification since 2012 and has expanded the Management System to incorporate Supply Chain Risk Management controls. ThunderCat's established SCRM system addresses requirements in both ISO 28000:2007 and ISO 20243:2018. An external audit will occur in August 2020 to achieve initial ISO 28000 certification. Following certification, ThunderCat will self-certify against ISO 20243. For the time being we provide the greatest possible discounts by 'drop shipping' directly from the OEMs. With over 100 OEMs in our portfolio, customer support is tailored between OEMs, Distributors and ourselves in order to tailor the ideal package to support customer requirements.

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Region 4 RFP #20-08 Cyber Security Solutions and Associated Products and Services, July 14, 2020

D. Annual Sales for the Three Previous Fiscal Years

2017 - \$389 million 2018 - \$591 million 2019 - \$694 million

Da. FEIN and Dun & Bradstreet Report

Federal ID Number: 26-1638572

Dun & Bradstreet Report on the following 30 pages.



CreditBuilder™

THUNDERCAT TECHNOLOGY, LLC - Full Company View

Saved by Matt Smith | 03-19-2020

Report as of: 03-19-2020

THUNDERCAT TECHNOLOGY, LLC

SINGLE LOCATION

Address:

1925 Isaac Newton Sq Ste 180, Reston, VA, 20190, UNITED STATES

Alerts:

Risk Assessment

D&B Guidance

Overall Business Risk

LOW LOW-MODERATE MODERATE MODERATE-

HIGH

HIGH

Maximum Credit Recommendation

US\$ 240,000

The recommended limit is based on a low probability of severe delinquency.

Dun & Bradstreet Thinks...

- Overall assessment of this company: SOME-STABILITY-CONCERNS
- Based on the perceived sustainability of this company: MODERATELY-HIGHER-THAN-AVERAGE-RISK-OF-DISCONTINUED-OPERATIONS-OR-**BUSINESS-INACTIVITY**
- Based on the payment behavior of this company: VERY-LOW-POTENTIAL-FOR-SEVERELY-DELINQUENT-PAYMENTS

PAYDEX® Score Based on 24 months of data Risk of Slow Pay Payment Behavior 80 Low Pays on time Low Risk (100) High Risk (1) Based on a D&B PAYDEX® Score of 80

Business and Industry Trends



Understand My Score

Payment History

Total Last 24 Months: 18

Date of Experience	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/20	Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
02/20	Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
02/20	Pays Promptly	N30	15,000	0	0	Between 6 and 12 Months
02/20	Pays Promptly	-	200,000	0	0	Between 2 and 3 Months
02/20	Pays Promptly	-	-	250	0	1

Keys

PAYDEX®	Payment Practices
100	Anticipate
90	Discount
80	Prompt
70	15 Days Beyond Terms
60	22 Days Beyond Terms
50	30 Days Beyond Terms
40	60 Days Beyond Terms
30	90 Days Beyond Terms
20	120 Days Beyond Terms
1-19	Over 120 Days Beyond Terms

UN Unavailable

Delinquency Predictor Score

92

Low Risk (100)

High Risk (1)

Score **583**

Class 1

Based on a D&B Delinquency Predictor Percentile of 92

Factors Affecting Your Score:

• Higher risk industry based on delinquency rates for this industry

Level of risk
Low

Probabilty of Delinquency

1.42%

Compared to Businesses in D&B Database

10.2%

Business and Industry Trends



Financial Stress Score

30
Low Risk (100)
High Risk (1)

Based on a D&B Financial Stress Percentile of 30

Score **1438**

Class

4

Factors Affecting Your Score:

- UCC Filings reported
- High number of enquiries to D&B over last 12 months
- Unstable Paydex over last 12 months
- Business does not own facilities
- Higher risk legal structure

Level of risk

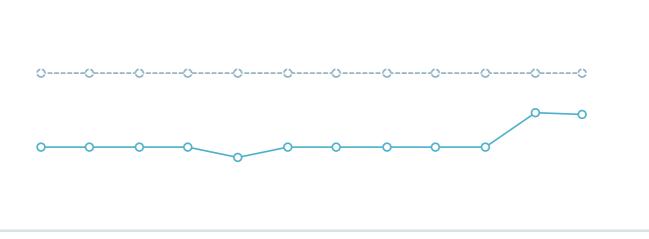
Moderate

Probability of Failure

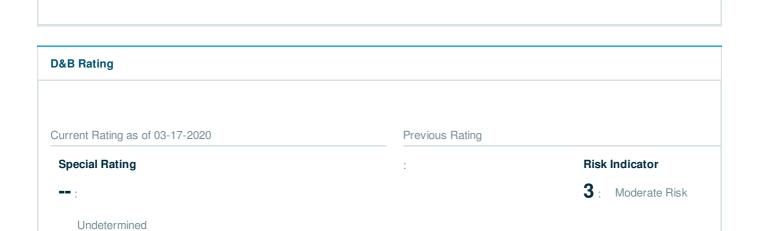
0.47%

Average Probability of Failure for Businesses in D&B Database **0.48%**

Business and Industry Trends



Supplier Evaluation Risk Rating 6 Low Risk (1) High Risk (9) Factors Affecting Your Score: • Proportion of past due balances to total amount owing • Business belongs to an industry with above average risk of ceasing operations or becoming inactive • Unstable Paydex over last 12 months Business and Industry Trends



D&B Viability Rating

Level of risk Rating Confidence Level **Portfolio Comparison Score Moderate-High** Robust **Predictions** Low Risk (1) High Risk (9) Probability of becoming no longer Percentage of businesses ranked with this Average probability of becoming no longer viable viable score 7% 14% 5% **Viability Score** Level of risk Low 5 High Risk (9) Low Risk(1) Probability of becoming no longer viable Percentage of businesses ranked with 7% this score 14% Average probability of becoming no longer viable 14% **Data Depth Indicator** • Rich Firmographics • Extensive Commercial Trading Activity В Basic Financial Attributes Predictive (A) Descriptive (G) **Company Profile** Compared to ALL US Businesses within the D&B Database: **Financial Trade** Company Years in • Financial Data: Not Available Data **Payments** Size **Business** • Trade Payments : Available: 3+Trade G • Company Size: Large: Employees:50+ or Not Sales: \$500K+ Available Large Established Available • Years in Business : Established: 5+

Trade Payments

Overall Payment Behavior O Pays on time Wo of Trade Within Terms 100% Highest Past Due

US\$ 0

Highest Now Owing:

US\$ 80,000

Total Trade Experiences:

|18

Largest High Credit: US\$ 600,000

Average High Credit: US\$ 57,244

Total Unfavorable Comments:

Λ

Largest High Credit: US\$ 0

Total Placed in Collections:

0

Largest High Credit: US\$ 0

rade Payments By Credit Extended		Dispute Payments
Range of Credit Extended (US\$)	Number of Payment Experiences	% Within Terms
100,000 -	2	100
50,000 - 99,999	2	100
15,000 - 49,999	1	100
5,000 - 14,999	4	100
1,000 - 4,999	3	100
- 999	6	100

dustry Category	Number of Payment Experiences	Largest High Credit (US\$)	% Within Terms (Expand to View)
17 - Construction - Special Trade Contractors	1	750	
1711 - Mechanical contractor	1	750	100
27 - Printing, Publishing and Allied Industries	1	100	
2741 - Misc publishing	1	100	100
35 - Industrial and Commercial Machinery and Computer Equipment	1	90,000	
3571 - Mfg computers	1	90,000	100
39 - Miscellaneous Manufacturing Industries	1	2,500	

3993 - Mfg signs/ad specItys	1	2,500	100
42 - Motor Freight Transportation and Warehousing	1	500	
4213 - Trucking non-local	1	500	100
48 - Communications	1	7,500	
4812 - Radiotelephone commun	1	7,500	100
50 - Wholesale Trade - Durable Goods	3	90,000	
5045 - Whol computers/softwr	2	90,000	100
5065 - Whol electronic parts	1	1,000	100
59 - Miscellaneous Retail	1	250	
5999 - Ret misc merchandise	1	250	100
61 - Nondepository Credit Institutions	1	0	
6159 - Misc business credit	1	0	100
73 - Business Services	4	600,000	
7363 - Help supply service	1	15,000	100
7371 - Custom programming	1	600,000	100
7372 - Prepackaged software	1	10,000	100
7379 - Misc computer service	1	200,000	100
83 - Social Services	1	2,500	
8322 - Family social service	1	2,500	100
87 - Engineering Accounting Research Management and Related Services	1	5,000	
8742 - Management consulting	1	5,000	100
99 - Nonclassifiable Establishments	1	5,000	
9999 - Nonclassified	1	5,000	100

Trade I	Lines
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Date of Experience	¥	Payment Status	Selling Terms	High Credit (US\$)	Now Owes (US\$)	Past Due (US\$)	Months Since Last Sale
02/20		Pays Promptly	-	2,500	0	0	Between 2 and 3 Months
02/20		Pays Promptly	-	5,000	0	0	Between 4 and 5 Months
02/20		Pays Promptly	N30	15,000	0	0	Between 6 and 12 Months
02/20		Pays Promptly	-	200,000	0	0	Between 2 and 3 Months
02/20		Pays Promptly	-	-	250	0	1
01/20		Pays Promptly	N30	50	0	0	Between 2 and 3 Months
01/20		Pays Promptly	-	500	0	0	Between 4 and 5 Months
01/20		Pays Promptly	-	7,500	7,500	0	1
01/20		Pays Promptly	-	90,000	80,000	0	1
01/20		Pays Promptly	N30	90,000	0	0	1
09/19		Pays Promptly	N30	250	250	0	1
09/19		Pays Promptly	N30	750	0	0	1
09/19		Pays Promptly	N30	600,000	0	0	Between 6 and 12 Months
07/19		Pays Promptly	-	100	0	0	Between 6 and 12 Months
07/19		Pays Promptly	-	2,500	2,500	0	1
06/19		Pays Promptly	-	5,000	5,000	0	1
10/18		Pays Promptly	-	10,000	0	0	Between 2 and 3 Months
03/18		Pays Promptly	-	1,000	0	0	Between 6 and 12 Months

Legal Events

The following Public Filing data is for information purposes only and is not the official record. Certified copies can only be obtained from the official source.

Judgments	Liens	Suits	UCC Filings
0	0	0	63
Latest Filing: -	Latest Filing: -	Latest Filing: -	Latest Filing: 11-04-2019

Events	
UCC Filing - Assignment	Dispute UCC Filing
Filing Date	06-24-2019
Filing Number	19062438935
Received Date	08-06-2019
Original Filing Date	05-30-2019
Original Filing Number	19053038190
Secured Party	FIFTH THIRD BANK, CINCINNATI, OH
Debtors	THUNDERCAT TECHNOLOGY,LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	05-30-2019
Filing Number	19053038190
Received Date	08-06-2019
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY,LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	03-25-2019
Filing Number	19032538501

Received Date	06-18-2019
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Assignment	
Filing Date	03-19-2019
Filing Number	19031973932
Received Date	03-20-2019
Original Filing Date	12-11-2018
Original Filing Number	18121138686
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Secured Party	MB FINANCIAL BANK, N.A., ROSEMONT, IL
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Continuation	
Filing Date	03-08-2019
Filing Number	19030838858
Received Date	03-13-2019
Original Filing Date	08-29-2014
Original Filing Number	14082940580
Secured Party	CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO
Secured Party	WELLS FARGO CAPITAL FINANCE LLC, ENGLEWOOD, CO
Debtors	THUNDERCAT TECHNOLOGY, LLC

Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	12-11-2018
Filing Number	18121138686
Received Date	02-19-2019
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	11-09-2018
Filing Number	18110938728
Received Date	02-05-2019
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Assignment	
Filing Date	09-04-2018
Filing Number	18090464879
Received Date	10-15-2018
Original Filing Date	07-23-2018
Original Filing Number	18072338058
Secured Party	EPLUS GROUP, INC., HERNDON, VA

Secured Party	MB FINANCIAL BANK, N.A., ROSEMONT, IL
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	07-23-2018
Filing Number	18072338058
Received Date	09-21-2018
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GROUP, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filling - Assignment	
- Assignment	
Filing Date	06-12-2018
	06-12-2018 18061257394
Filing Date	
Filing Date Filing Number	18061257394
Filing Date Filing Number Received Date	18061257394 07-31-2018
Filing Date Filing Number Received Date Original Filing Date	18061257394 07-31-2018 04-23-2018
Filing Date Filing Number Received Date Original Filing Date Original Filing Number	18061257394 07-31-2018 04-23-2018 18042338709
Filing Date Filing Number Received Date Original Filing Date Original Filing Number Secured Party	18061257394 07-31-2018 04-23-2018 18042338709 EPLUS GOVERNMENT, INC., HERNDON, VA
Filing Date Filing Number Received Date Original Filing Date Original Filing Number Secured Party Secured Party	18061257394 07-31-2018 04-23-2018 18042338709 EPLUS GOVERNMENT, INC., HERNDON, VA MB FINANCIAL BANK, N.A., ROSEMONT, IL
Filing Date Filing Number Received Date Original Filing Date Original Filing Number Secured Party Secured Party Debtors	18061257394 07-31-2018 04-23-2018 18042338709 EPLUS GOVERNMENT, INC., HERNDON, VA MB FINANCIAL BANK, N.A., ROSEMONT, IL THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION,
Filing Date Filing Number Received Date Original Filing Date Original Filing Number Secured Party Secured Party Debtors Filing Office	18061257394 07-31-2018 04-23-2018 18042338709 EPLUS GOVERNMENT, INC., HERNDON, VA MB FINANCIAL BANK, N.A., ROSEMONT, IL THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION,
Filing Date Filing Number Received Date Original Filing Date Original Filing Number Secured Party Secured Party Debtors Filing Office UCC Filing - Amendment	18061257394 07-31-2018 04-23-2018 18042338709 EPLUS GOVERNMENT, INC., HERNDON, VA MB FINANCIAL BANK, N.A., ROSEMONT, IL THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

Original Filing Date	08-29-2014		
Original Filing Number	14082940580		
Secured Party	CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO		
Secured Party	WELLS FARGO CAPITAL FINANCE LLC, ENGLEWOOD, CO		
Debtors	THUNDERCAT TECHNOLOGY, LLC		
Debtors	and OTHERS		
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA		
UCC Filing - Original			
Filing Date	04-23-2018		
Filing Number	18042338709		
Received Date	06-19-2018		
Collateral	Inventory and proceeds - Account(s) and proceeds - Chattel paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds		
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA		
Debtors	THUNDERCAT TECHNOLOGY, LLC		
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA		
UCC Filing - Assignment			
Filing Date	08-19-2017		
Filing Number	17081953621		
Received Date	10-24-2017		
Original Filing Date	07-25-2017		
Original Filing Number	17072538620		
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA		
Secured Party	MB FINANCIAL BANK, N.A., ROSEMONT, IL		
Debtors	THUNDERCAT TECHNOLOGY, LLC		
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA		

Filing Date	07-25-2017
Filing Number	17072538620
Received Date	09-22-2017
Collateral	Inventory and proceeds - Account(s) and proceeds - Chatte paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
CC Filing - Assignment	
Filing Date	07-25-2017
Filing Number	17072564411
Received Date	09-05-2017
Original Filing Date	06-12-2017
Original Filing Number	17061239522
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA
Secured Party	MB FINANCIAL BANK, N.A., ROSEMONT, IL
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
CC Filing - Original	
Filing Date	06-12-2017
Filing Number	17061239522
Received Date	09-05-2017
Collateral	Inventory and proceeds - Account(s) and proceeds - Chatte paper and proceeds - General intangibles(s) and proceeds - Equipment and proceeds
Secured Party	EPLUS GOVERNMENT, INC., HERNDON, VA

Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Amendment	
Filing Date	11-05-2015
Filing Number	15110538659
Received Date	01-15-2016
Original Filing Date	08-29-2014
Original Filing Number	14082940580
Secured Party	CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO
Debtors	THUNDERCAT TECHNOLOGY, LLC
Debtors	and OTHERS
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Amendment	
Filing Date	03-11-2015
Filing Number	15031138655
Received Date	
	05-05-2015
Collateral	05-05-2015 Account(s) - Assets - Chattel paper - Equipment
Collateral Original Filing Date	
	Account(s) - Assets - Chattel paper - Equipment
Original Filing Date	Account(s) - Assets - Chattel paper - Equipment 08-29-2014
Original Filing Date Original Filing Number	Account(s) - Assets - Chattel paper - Equipment 08-29-2014 14082940580
Original Filing Date Original Filing Number Secured Party	Account(s) - Assets - Chattel paper - Equipment 08-29-2014 14082940580 CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO
Original Filing Date Original Filing Number Secured Party Debtors	Account(s) - Assets - Chattel paper - Equipment 08-29-2014 14082940580 CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION,
Original Filing Date Original Filing Number Secured Party Debtors Filing Office	Account(s) - Assets - Chattel paper - Equipment 08-29-2014 14082940580 CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION,
Original Filing Date Original Filing Number Secured Party Debtors Filing Office UCC Filing - Original	Account(s) - Assets - Chattel paper - Equipment 08-29-2014 14082940580 CASTLE PINES CAPITAL LLC, ENGLEWOOD, CO THUNDERCAT TECHNOLOGY, LLC SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA

Received Date	11-03-2014
Collateral	Accounts receivable including proceeds and products - Account(s) including proceeds and products
Secured Party	WORLD WIDE TECHNOLOGY, INC., MARYLAND HEIGHTS, MO
Debtors	THUNDERCAT TECHNOLOGY, LLC
Filing Office	SECRETARY OF THE COMMONWEALTH/UCC DIVISION, RICHMOND, VA
UCC Filing - Original	
Filing Date	08-29-2014
Filing Date Filing Number	08-29-2014 14082940580
-	
Filing Number	14082940580
Filing Number Received Date	14082940580 10-28-2014
Filing Number Received Date Collateral	14082940580 10-28-2014 All Assets

Special Events

There have been no Special Events reported for your company. If you have had a change in ownership or with officers of the company, please call customer service at 800-333-0505.

Ownership

This business, THUNDERCAT TECHNOLOGY, LLC is not currently part of a family tree.

Company Profile

Company Profile			
Company Overview			
D-U-N-S	Mailing Address	Employees	
80-988-7164	United States	92	

Legal Form

Corporation (US)

Telephone

(703) 674-0216

Age (Year Started)

13 years (2007)

Ownership

Not publicly traded

Named Principal

THOMAS DEIERLEIN, CEO

Line of Business

Whol computers/peripherals

Business Registration

Corporate and business registrations reported by the secretary of state or other official source as of: -

This data is for informational purposes only, certification can only be obtained through the Office of the Secretary of State.

Registered Name THUNDERCAT TECHNOLOGY, LLC

Corporation Type Corporation (US)

Business Commenced On 2007

Principals

Officers

THOMAS DEIERLEIN, CEO
MATTHEW SMITH, CHIEF FINANCIAL OFFICER
KURT SCHLOSSER, COO
KURT STEEGE, CHIEF TECXHNOLOGY OFFCIER
KYLE LANGDON, V PRES OF ENGINEERING CIO

Directors

DIRECTOR(S): THE OFFICER(S)

Company Events

The following information was reported on: 03-17-2020

The Virginia Secretary of State's business registrations file showed that ThunderCat Technology, LLC was registered as a Corporation on December 27, 2007, under the file registration number S244826.

Although this company operates as a Limited Liability Company, the members have elected to use officer titles to denote areas of responsibility.

Incomplete history caption has been applied due to the following factor: Stock ownership has not been clearly established.

Business started 2007.

THOMAS DEIERLEIN. Attended United States Military Academy. 2007-present active here. 2006 Founder of TD Foundation. 2005 Civil Affairs Officer in East Baghdad. 2000 Chief Operationg Officer at Dynamic Logic. 1996 sales and development of AdServer system in NetGravity. 1995 Parametric Technology Corporation. 1990-1995 Airborne Ranger.

KURT STEEGE. Served as the Chief Information Officer of MacAndrews and Forbes Inc.

MATTHEW SMITH, CHIEF FINANCIAL OFFICER. Antecedents not available.

MATTHEW SMITH, CHIEF FINANCIAL OFFICER born 1982. 2010-present active here.

KYLE LANGDON, V PRES OF ENGINEERING CIO. Antecedents are unknown.

Business address has changed from 1775 Wiehle Ave Ste 104, Reston, VA, 20190 to 1925 Isaac Newton Sq Ste 180, Reston, VA, 20190.

Business Activities And Employees The following information was reported on: 03-17-2020 **Business Information** Description Wholesales computer peripheral equipment and computers. Terms are Net 30 days. Sells to commercial concerns. Territory: Regional. 92 which includes officer(s). **Employees Financing Status** Unsecured Seasonality Nonseasonal. SIC/NAICS Information **SIC Codes SIC Description Percentage of Business** 5045 Whol computers/peripherals 50450100 Computer peripheral equipment 50459905 Computers, nec **NAICS Codes NAICS Description** 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers 423430 Computer and Computer Peripheral Equipment and Software Merchant Wholesalers

Government Activity		Dispute Government Activity
Activity Summary		
Borrower(Dir/Guar)	No	
Administrative Debt	No	

Contractor	Yes
Grantee	No
Party excluded from federal	No
program(s)	
program(s)	conomic program consideration
program(s) Possible candidate for socio-ec	conomic program consideration Yes
program(s)	

Source: D&B | Currency: All figures shown in USD unless otherwise stated

Financials

Statement Information

Reporter Comments

On March 17, 2020 the name and address of this business have been confirmed by D&B using available sources.

Key Business Ratios

Statement date

12-31-2014

Based on Number of Establishments

55

	Ratio for the business	Industry Median	Industry Quartile
Profitability			
Return on Sales	0.7	1.4	3
Return On Assets	4.1	4.0	2
Return on Net Worth	28.0	10.4	1
Short Term Solvency			
Quick Ratio	1.2	1.2	2
Current Ratio	1.2	1.4	4

Current Liabilities Over Net Worth	575.9	163.2	1
Current Liabilities to Inventory	-	840.9	-
Efficiency			
Collection Period	59.1	64.1	1
Sales to Inventory	-	45.1	-
Sales Over Net Working Capital	41.8	12.2	1
Accounts Payable to Sales	13.1	14.5	1
Assets Over Sales	16.6	32.3	4
Utilization			
Total Liabilities Over Net Worth	575.9	192.3	1

Inquiries

Inquiries-Summary	- 12	Month
inquincs-ounning y	- 12	IVIOITEII

Total number of Inquiries	Unique Customers
390	104

Inquiries-Summary

Over the past 12 months ending 3-2020, 390 individual requests for information on your company were received. The 390 inquiries were made by 104 unique customers indicating that some companies have inquired on your business multiple times and may be monitoring you. Of the total products purchased, 174, or 44 % came from the Public Administration; 112, or 28 % came from the Services; 40, or 10 % came from the Manufacturing; 32, or 8 % came from the Wholesale Trade; 21, or 5 % came from the Finance, Insurance and Real Estate;

SIC/Sector

Type

Date

SERV - Services

- Credit reporting services	D&B Risk Solution	2020-03-14
- Business services, nec	Sales & Marketing Solution	2020-03-13
- Business services, nec	D&B Risk Solution	2020-03-12
- Legal services	Sales & Marketing Solution	2020-03-11
- Legal services	Sales & Marketing Solution	2020-03-11
- Computer integrated systems design	D&B Risk Solution	2020-03-10
- Prepackaged software	Sales & Marketing Solution	2020-03-06
- Services, nec	D&B Risk Solution	2020-02-20

- Services, nec	D&B Risk Solution	2020-02-18
- Business services, nec	D&B Risk Solution	2020-02-12
- Credit reporting services	D&B Risk Solution	2020-01-21
- Management services	D&B Proprietary Score Request	2020-01-09
- Management services	Payment Report	2020-01-09
- Noncommercial research organizations	D&B Proprietary Score Request	2020-01-02
- Noncommercial research organizations	D&B Proprietary Score Request	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	General Data Request	2020-01-02
- Noncommercial research organizations	Sales & Marketing Solution	2020-01-02
- Noncommercial research organizations	Sales & Marketing Solution	2020-01-02
- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
140110011111101010110110110110110	Request	2020 01 02
- Noncommercial research organizations	D&B Proprietary Score	2020-01-02
-	Request	2020 01 02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Noncommercial research organizations	D&B Risk Solution	2020-01-02
- Computer integrated systems design	D&B Risk Solution	2019-12-31
- Legal services	D&B Risk Solution	2019-12-20
- Legal services	Sales & Marketing Solution	2019-12-17
- Accounting, auditing, and bookkeeping	Sales & Marketing Solution	2019-12-05
- Computer integrated systems design	D&B Risk Solution	2019-11-26
- Computer integrated systems design	D&B Risk Solution	2019-11-26
- Commercial nonphysical research	D&B Risk Solution	2019-11-11
- Computer integrated systems design	D&B Risk Solution	2019-11-11
- Computer integrated systems design	D&B Risk Solution	2019-11-07
- Computer integrated systems design	D&B Risk Solution	2019-11-07
- Computer integrated systems design	D&B Risk Solution	2019-11-06
- Computer integrated systems design	D&B Risk Solution	2019-11-05
- Noncommercial research organizations	General Data Request	2019-11-04
- Noncommercial research organizations	General Data Request	2019-11-04
- Noncommercial research organizations	General Data Request	2019-11-04
- Noncommercial research organizations	D&B Risk Solution	2019-11-01
- Noncommercial research organizations	D&B Proprietary Score Request	2019-10-30
- Noncommercial research organizations	D&B Proprietary Score Request	2019-10-30
- Noncommercial research organizations	D&B Proprietary Score Request	2019-10-30
- Noncommercial research organizations	D&B Risk Solution	2019-10-30
- Noncommercial research organizations	D&B Risk Solution	2019-10-30
- Noncommercial research organizations	D&B Risk Solution	2019-10-30
- Noncommercial research organizations	D&B Risk Solution	2019-10-30
- Noncommercial research organizations	General Data Request	2019-10-30
- Noncommercial research organizations	General Data Request	2019-10-30
- Noncommercial research organizations	General Data Request	2019-10-30
- Noncommercial research organizations	D&B Proprietary Score Request	2019-10-30
- Noncommercial research organizations	Sales & Marketing Solution	2019-10-30
- Noncommercial research organizations	Sales & Marketing Solution	2019-10-30
33	Column Table 1	

- Computer integrated systems design	D&B Risk Solution	2019-10-25
- Accounting, auditing, and bookkeeping	D&B Risk Solution	2019-09-27
- Engineering services	D&B Risk Solution	2019-09-25
- Management consulting services	D&B Risk Solution	2019-09-23
- Services, nec	D&B Risk Solution	2019-09-16
- Noncommercial research organizations	D&B Proprietary Score	2019-09-03
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-09-02
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-09-02
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-09-02
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-09-02
	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-09-02
	Request	
- Noncommercial research organizations	D&B Risk Solution	2019-09-02
- Noncommercial research organizations	Payment Report	2019-09-02
- Noncommercial research organizations	Payment Report	2019-09-02
- Noncommercial research organizations	General Data Request	2019-09-02
- Noncommercial research organizations	General Data Request	2019-09-02
- Noncommercial research organizations	General Data Request	2019-09-02
- Noncommercial research organizations	General Data Request	2019-09-02
- Engineering services	D&B Risk Solution	2019-08-26
- Engineering services	D&B Risk Solution	2019-08-05
- Business services, nec	D&B Risk Solution	2019-08-01
- Prepackaged software	D&B Risk Solution	2019-07-26
- Computer integrated systems design	D&B Risk Solution	2019-07-26
- Computer integrated systems design	D&B Risk Solution D&B Risk Solution	2019-07-26
- Credit reporting services - Engineering services	D&B Risk Solution	2019-07-22 2019-07-22
Noncommercial research organizations		2019-07-22
- Custom computer programming services	General Data Request D&B Risk Solution	2019-07-18
Noncommercial research organizations	Payment Report	2019-07-18
Noncommercial research organizations	D&B Risk Solution	2019-07-17
- Legal services	D&B Risk Solution	2019-07-03
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
140/100/11/100/01/17/00/01/01/01/01/01/01/01/01/01/01/01/01/	Request	2010 00 27
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
· · · · · · · · · · · · · · · · · · ·	Request	_0.0 00
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
gam-anon-	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
, and the second	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
, and the second	Request	
- Noncommercial research organizations	D&B Proprietary Score	2019-06-27
	Request	
- Noncommercial research organizations	Payment Report	2019-06-27
- Noncommercial research organizations	General Data Request	2019-06-27
- Noncommercial research organizations	General Data Request	2019-06-27
- Noncommercial research organizations	General Data Request	2019-06-27
- Commercial physical research	D&B Risk Solution	2019-06-14
- Business services, nec	Compliance Solution	2019-06-05
- Commercial physical research	D&B Risk Solution	2019-05-28

- Commercial physical research	D&B Risk Solution	2019-05-20
- Custom computer programming services	D&B Risk Solution	2019-05-20
- Services, nec	D&B Risk Solution	2019-05-13
- Management consulting services	D&B Risk Solution	2019-04-30
- Services, nec	D&B Risk Solution	2019-04-08
- Prepackaged software	D&B Risk Solution	2019-04-08
- Employment agencies	D&B Risk Solution	2019-04-06
- Employment agencies	General Data Request	2019-04-02
- Computer integrated systems design	D&B Risk Solution	2019-03-25
- Computer integrated systems design	D&B Risk Solution	2019-03-25
- Computer integrated systems design	D&B Risk Solution	2019-03-22
- Computer integrated systems design	D&B Risk Solution	2019-03-22
- Services, nec	D&B Risk Solution	2019-03-21
MANUF - Manufacturing		
- Communications equipment, nec	D&B Risk Solution	2020-03-12
- Computer terminals	Sales & Marketing Solution	2020-03-06
- Computer terminals	Sales & Marketing Solution	2020-03-06
- Computer terminals	Sales & Marketing Solution	2020-02-25
- Computer terminals	Sales & Marketing Solution	2020-02-24
- Electronic computers	Sales & Marketing Solution	2020-01-31
- Computer terminals	Sales & Marketing Solution	2020-01-29
- Computer terminals	Sales & Marketing Solution	2020-01-10
- Computer terminals	Sales & Marketing Solution	2020-01-03
- Computer terminals	Sales & Marketing Solution	2020-01-03
- Electronic computers	D&B Risk Solution	2019-12-31
- Computer terminals	Sales & Marketing Solution	2019-12-07
- Computer terminals	Sales & Marketing Solution	2019-12-07
- Computer peripheral equipment, nec	D&B Risk Solution	2019-12-03
- Calculating and accounting equipment	D&B Risk Solution	2019-12-02
- Calculating and accounting equipment	D&B Risk Solution	2019-11-29
- Electronic computers	Sales & Marketing Solution	2019-10-25
- Computer terminals	D&B Risk Solution	2019-10-02
- Computer terminals	D&B Risk Solution	2019-10-02
- Computer storage devices	D&B Risk Solution	2019-09-26
- Communications equipment, nec	D&B Risk Solution	2019-09-25
- Electronic computers	D&B Risk Solution	2019-09-16
- Electronic computers	D&B Risk Solution	2019-09-16
- Electronic computers	D&B Risk Solution	2019-09-13
- Electronic computers	D&B Risk Solution	2019-09-13
- Electronic computers	D&B Risk Solution	2019-08-04
- Electronic computers	D&B Risk Solution	2019-08-04
- Electronic computers	D&B Risk Solution	2019-07-30
- Electronic computers	D&B Risk Solution	2019-07-30
- Computer peripheral equipment, nec	D&B Risk Solution	2019-07-15
- Computer peripheral equipment, nec	D&B Risk Solution	2019-07-11
- Computer storage devices	D&B Risk Solution	2019-06-14
- Printed circuit boards	D&B Risk Solution	2019-06-03
- Electronic computers	D&B Risk Solution	2019-05-31
- Electronic computers	D&B Risk Solution	2019-05-31
- Printed circuit boards	D&B Risk Solution	2019-04-30
- Electronic computers	D&B Risk Solution	2019-03-30
- Electronic computers	D&B Risk Solution	2019-03-30
- Electronic computers	D&B Risk Solution	2019-03-26
- Electronic computers	D&B Risk Solution	2019-03-26

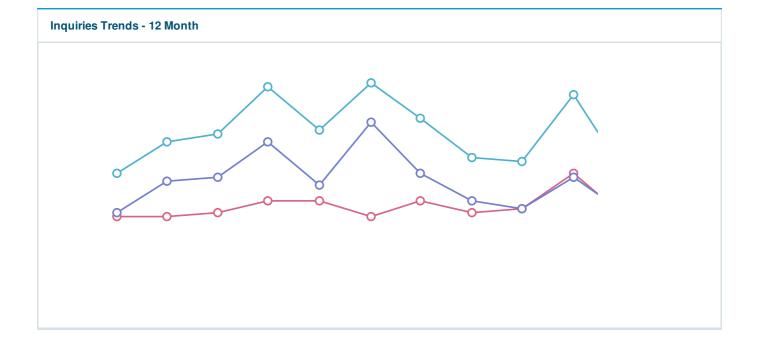
- Other	Sales & Marketing Solution	2020-01-17
- Other	Sales & Marketing Solution	2020-01-16
- Other	D&B Risk Solution	2019-09-16
PUBADMIN - Public Administration		
- Administration of veterans' affairs	D&B Risk Solution	2020-03-13
- Administration of veterans' affairs	Supply Management Solution	2020-03-11
- General government, nec	Sales & Marketing Solution	2020-03-10
- Administration of veterans' affairs	Supply Management Solution	2020-03-09
- Administration of veterans' affairs	Supply Management Solution	2020-03-06
- Administration of veterans' affairs	D&B Risk Solution	2020-02-27
- General government, nec	Sales & Marketing Solution	2020-02-27
- General government, nec	Sales & Marketing Solution	2020-02-23
- Space research and technology	D&B Risk Solution	2020-02-19
- General government, nec	Sales & Marketing Solution	2020-02-17
- Administration of veterans' affairs	Supply Management Solution	2020-02-12
- Administration of veterans' affairs	Supply Management Solution	2020-02-11
- Administration of veterans' affairs	D&B Risk Solution	2020-02-05
- General government, nec	Sales & Marketing Solution	2020-02-04
- Administration of veterans' affairs	Supply Management Solution	2020-02-03
- Administration of veterans' affairs	D&B Risk Solution	2020-01-31
- Administration of veterans' affairs	D&B Risk Solution	2020-01-29
- General government, nec	Sales & Marketing Solution	2020-01-27
- Administration of veterans' affairs	D&B Risk Solution	2020-01-22
- Administration of veterans' affairs	D&B Risk Solution	2020-01-21
- General government, nec	Sales & Marketing Solution	2020-01-14
- General government, nec	D&B Risk Solution	2020-01-14
- Administration of veterans' affairs	Supply Management Solution	2020-01-09
- Administration of veterans' affairs	D&B Risk Solution	2020-01-07
- Administration of veterans' affairs	Supply Management Solution	2020-01-06
- General government, nec	Sales & Marketing Solution	2020-01-06
- General government, nec	Sales & Marketing Solution	2020-01-05
- General government, nec	D&B Risk Solution	2020-01-05
- Administration of veterans' affairs	D&B Risk Solution	2019-12-30
- Administration of veterans' affairs	D&B Risk Solution	2019-12-27
- General government, nec	Sales & Marketing Solution	2019-12-23
- General government, nec	Sales & Marketing Solution	2019-12-19
- General government, nec	Sales & Marketing Solution	2019-12-16
- General government, nec	Sales & Marketing Solution	2019-12-12
- General government, nec	Sales & Marketing Solution	2019-12-09
- General government, nec	Sales & Marketing Solution	2019-12-05
- General government, nec	Sales & Marketing Solution	2019-12-04
- Administration of veterans' affairs	Supply Management Solution	2019-12-03
- General government, nec	Sales & Marketing Solution	2019-12-05
- Administration of general economic programs	D&B Risk Solution	2019-11-23
- Administration of veterans' affairs	D&B Risk Solution	2019-11-22
- Administration of veterans analis - General government, nec	Sales & Marketing Solution	2019-11-21
_	_	2019-11-20
- General government, nec - Administration of veterans' affairs	Sales & Marketing Solution	
	Supply Management Solution	2019-11-13
- General government, nec	Sales & Marketing Solution	2019-11-11
- General government, nec	Sales & Marketing Solution	2019-11-07
- General government, nec	Sales & Marketing Solution	2019-11-05
- General government, nec	Sales & Marketing Solution	2019-11-01
naminiotration of votorone' office	D&B Risk Solution	2019-10-31
- Administration of veterans' affairs - General government, nec	Sales & Marketing Solution	2019-10-29

- General government, nec	Sales & Marketing Solution	2019-10-23
- Administration of veterans' affairs	D&B Risk Solution	2019-10-22
- General government, nec	Sales & Marketing Solution	2019-10-21
- General government, nec	Sales & Marketing Solution	2019-10-15
- Administration of veterans' affairs	Payment Report	2019-10-11
- Administration of veterans' affairs	D&B Risk Solution	2019-10-11
- Administration of veterans' affairs	D&B Proprietary Score	2019-10-11
	Request	
- General government, nec	Sales & Marketing Solution	2019-10-10
- General government, nec	Sales & Marketing Solution	2019-10-01
- Administration of veterans' affairs	D&B Risk Solution	2019-09-29
- General government, nec	Sales & Marketing Solution	2019-09-27
- General government, nec	Sales & Marketing Solution	2019-09-26
- National security	D&B Risk Solution	2019-09-26
- Administration of veterans' affairs	D&B Risk Solution	2019-09-26
- Administration of veterans' affairs	D&B Risk Solution	2019-09-25
- Administration of veterans' affairs	D&B Risk Solution	2019-09-24
- Administration of veterans' affairs	D&B Risk Solution	2019-09-19
- General government, nec	Sales & Marketing Solution	2019-09-16
- Administration of veterans' affairs	Supply Management Solution	2019-09-12
- National security	D&B Risk Solution	2019-09-11
- National security	D&B Risk Solution	2019-09-10
- General government, nec	Sales & Marketing Solution	2019-09-09
- Administration of veterans' affairs	D&B Risk Solution	2019-09-06
- Administration of educational programs	D&B Risk Solution	2019-09-05
- Administration of veterans' affairs	D&B Proprietary Score	2019-09-05
	Request	
- General government, nec	Sales & Marketing Solution	2019-09-05
- Administration of veterans' affairs	Supply Management Solution	2019-08-29
- Administration of veterans' affairs	Supply Management Solution	2019-08-28
- General government, nec	Sales & Marketing Solution	2019-08-28
- General government, nec	Sales & Marketing Solution	2019-08-27
- Regulation, miscellaneous commercial sectors	D&B Risk Solution	2019-08-26
- General government, nec	Sales & Marketing Solution	2019-08-24
- Administration of veterans' affairs	Supply Management Solution	2019-08-22
- General government, nec	Sales & Marketing Solution	2019-08-19
- Administration of veterans' affairs	Supply Management Solution	2019-08-16
- Administration of veterans' affairs	Supply Management Solution	2019-08-15
- Administration of veterans' affairs	D&B Risk Solution	2019-08-15
Administration of veterans' affairs Administration of veterans' affairs	D&B Risk Solution D&B Risk Solution	2019-08-14
- Administration of veterans' affairs		2019-08-13 2019-08-13
	Supply Management Solution	2019-08-13
- General government, nec - National security	Sales & Marketing Solution D&B Risk Solution	2019-08-09
- National security	D&B Risk Solution	
- Administration of veterans' affairs	D&B Risk Solution	2019-08-08 2019-08-07
- General government, nec	Sales & Marketing Solution	2019-08-07
- General government, nec	Sales & Marketing Solution	2019-08-05
- Administration of veterans' affairs	D&B Risk Solution	2019-08-03
- General government, nec	Sales & Marketing Solution	2019-08-01
- National security	D&B Risk Solution	2019-07-31
- Administration of veterans' affairs	Supply Management Solution	2019-07-24
- Administration of veterans' affairs	D&B Risk Solution	2019-07-24
- Administration of veterans' affairs	D&B Proprietary Score	2019-07-23
	Request	
- Administration of veterans' affairs	D&B Risk Solution	2019-07-22

A last details of a last of the	DAD DOLLAR	0010 07 00
- Administration of veterans' affairs	D&B Risk Solution	2019-07-22
- Administration of veterans' affairs	Supply Management Solution	2019-07-19
- General government, nec	Sales & Marketing Solution	2019-07-19
- National security	D&B Risk Solution	2019-07-17
- Administration of veterans' affairs	Supply Management Solution	2019-07-17
- Administration of veterans' affairs	Supply Management Solution	2019-07-16
- Administration of general economic programs	D&B Risk Solution	2019-07-16
- Administration of veterans' affairs	D&B Risk Solution	2019-07-15
- General government, nec	Sales & Marketing Solution	2019-07-15
- Administration of veterans' affairs	Supply Management Solution	2019-07-12
- Administration of veterans' affairs	Supply Management Solution	2019-07-11
- General government, nec	Sales & Marketing Solution	2019-07-11
- Administration of veterans' affairs	D&B Risk Solution	2019-07-11
- Administration of veterans' affairs	Supply Management Solution	2019-07-10
- Administration of veterans' affairs	Supply Management Solution	2019-07-09
- Administration of veterans' affairs	D&B Risk Solution	2019-07-09
- Administration of veterans' affairs	D&B Risk Solution	2019-07-08
- General government, nec	Sales & Marketing Solution	2019-07-02
- Administration of veterans' affairs	D&B Risk Solution	2019-07-01
- Administration of veterans' affairs	Supply Management Solution	2019-06-26
- National security	D&B Risk Solution	2019-06-26
- Administration of veterans' affairs	Supply Management Solution	2019-06-24
- Administration of veterans' affairs	Supply Management Solution	2019-06-17
- Administration of veterans' affairs	Supply Management Solution	2019-06-14
- Administration of veterans' affairs	D&B Risk Solution	2019-06-13
- National security	D&B Risk Solution	2019-06-12
- Administration of veterans' affairs	D&B Risk Solution	2019-06-11
- Administration of veterans' affairs	D&B Proprietary Score	2019-06-11
	Request	
- Administration of veterans' affairs	Supply Management Solution	2019-06-10
- General government, nec	Sales & Marketing Solution	2019-06-10
- General government, nec	Sales & Marketing Solution	2019-06-04
- Administration of veterans' affairs	D&B Proprietary Score	2019-05-31
	Request	
- Administration of veterans' affairs	Supply Management Solution	2019-05-29
- General government, nec	Sales & Marketing Solution	2019-05-29
- Administration of veterans' affairs	D&B Risk Solution	2019-05-28
- Administration of veterans' affairs	D&B Risk Solution	2019-05-24
- Administration of veterans' affairs	D&B Risk Solution	2019-05-24
- General government, nec	Sales & Marketing Solution	2019-05-24
- Administration of veterans' affairs	General Data Request	2019-05-24
- General government, nec	Sales & Marketing Solution	2019-05-23
- Administration of veterans' affairs	D&B Risk Solution	2019-05-22
- Administration of veterans' affairs	D&B Risk Solution	2019-05-21
- Administration of veterans' affairs	D&B Proprietary Score	2019-05-21
	Request	
- Administration of veterans' affairs	D&B Risk Solution	2019-05-16
- General government, nec	Sales & Marketing Solution	2019-05-16
- General government, nec	Sales & Marketing Solution	2019-05-13
- Administration of veterans' affairs	D&B Risk Solution	2019-05-06
- Administration of veterans' affairs	Supply Management Solution	2019-05-03
- General government, nec	Sales & Marketing Solution	2019-05-02
- Administration of veterans' affairs	D&B Risk Solution	2019-05-02
- Administration of veterans' affairs	Supply Management Solution	2019-04-30
- Administration of veterans' affairs	Supply Management Solution	2019-04-26
- Administration of veterans' affairs	Supply Management Solution	2019-04-24

- General government, nec	Sales & Marketing Solution	2019-04-22
- Administration of veterans' affairs	D&B Risk Solution	2019-04-18
- Administration of general economic programs	D&B Risk Solution	2019-04-15
- Administration of veterans' affairs	D&B Risk Solution	2019-04-11
- Administration of veterans' affairs	D&B Risk Solution	2019-04-10
- Administration of veterans' affairs	Supply Management Solution	2019-04-10
- General government, nec	Sales & Marketing Solution	2019-04-08
- Administration of veterans' affairs	Supply Management Solution	2019-04-05
- Administration of veterans' affairs	Supply Management Solution	2019-04-04
- Administration of veterans' affairs	D&B Risk Solution	2019-04-03
- Administration of veterans' affairs	Supply Management Solution	2019-04-01
- General government, nec	Sales & Marketing Solution	2019-03-31
- Administration of veterans' affairs	D&B Risk Solution	2019-03-29
- Administration of veterans' affairs	Supply Management Solution	2019-03-29
- General government, nec	D&B Risk Solution	2019-03-21
- Administration of veterans' affairs	Supply Management Solution	2019-03-21
- Administration of veterans' affairs	D&B Risk Solution	2019-03-20
RETLTRD - Retail Trade		
- Computer and software stores	D&B Risk Solution	2019-06-28
- Computer and software stores	D&B Risk Solution	2019-05-27
- Miscellaneous retail stores, nec	D&B Risk Solution	2019-05-07
TCEGS - Transportation, Communications, Electric, Gas and		
Sanitary Services		
- Telephone communication, except radio	D&B Risk Solution	2020-03-06
- Telephone communication, except radio	D&B Risk Solution	2020-02-21
- Telephone communication, except radio	D&B Risk Solution	2019-09-28
- Local and suburban transit	D&B Risk Solution	2019-08-07
- Inspection and fixed facilities	D&B Risk Solution	2019-08-05
FIR - Finance, Insurance and Real Estate		
- Miscellaneous business credit institutions	D&B Risk Solution	2020-03-11
- Miscellaneous business credit institutions	D&B Risk Solution	2020-03-11
- Miscellaneous business credit institutions	D&B Risk Solution	2020-03-11
- Miscellaneous business credit institutions	Payment Report	2020-03-11
- Miscellaneous business credit institutions	General Data Request	2020-03-11
- Short-term business credit institutions, except agricultural	D&B Risk Solution	2020-02-21
- Fire, marine, and casualty insurance	Sales & Marketing Solution	2020-01-30
- Surety insurance	Sales & Marketing Solution	2020-01-20
- Surety insurance	Sales & Marketing Solution	2020-01-18
- Surety insurance	D&B Risk Solution	2019-12-21
- Surety insurance	D&B Risk Solution	2019-12-21
- Surety insurance	D&B Risk Solution	2019-11-13
- Miscellaneous business credit institutions	D&B Risk Solution	2019-11-01
- Miscellaneous business credit institutions	D&B Risk Solution	2019-10-25
- Miscellaneous business credit institutions	D&B Risk Solution	2019-10-25
- Fire, marine, and casualty insurance	Sales & Marketing Solution	2019-10-23
- Hospital and medical service plans	D&B Risk Solution	2019-09-30
- Nonresidential building operators	General Data Request	2019-07-25
- Surety insurance	D&B Risk Solution	2019-06-12
- Surety insurance	General Data Request	2019-05-08
- State commercial banks	D&B Risk Solution	2019-03-28
WHLSLTRD - Wholesale Trade		
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-11

- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-11
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-03
- Computers, peripherals, and software	Sales & Marketing Solution	2020-03-03
- Computers, peripherals, and software	D&B Risk Solution	2020-02-29
- Electrical apparatus and equipment	Sales & Marketing Solution	2020-02-25
- Office equipment	D&B Risk Solution	2020-02-12
- Office equipment	D&B Risk Solution	2020-02-12
- Office equipment	D&B Risk Solution	2020-01-21
- Office equipment	D&B Risk Solution	2020-01-21
- Computers, peripherals, and software	D&B Risk Solution	2019-12-24
- Computers, peripherals, and software	D&B Risk Solution	2019-12-17
- Computers, peripherals, and software	D&B Risk Solution	2019-12-10
- Computers, peripherals, and software	D&B Risk Solution	2019-10-22
- Office equipment	D&B Risk Solution	2019-10-21
- Office equipment	D&B Risk Solution	2019-10-21
- Computers, peripherals, and software	D&B Risk Solution	2019-09-05
- Computers, peripherals, and software	D&B Risk Solution	2019-08-28
- Medical and hospital equipment	D&B Risk Solution	2019-08-15
- Computers, peripherals, and software	D&B Risk Solution	2019-08-09
- Office equipment	D&B Risk Solution	2019-07-24
- Office equipment	D&B Risk Solution	2019-07-24
- Office equipment	D&B Risk Solution	2019-07-24
- Durable goods, nec	D&B Risk Solution	2019-07-16
- Computers, peripherals, and software	D&B Risk Solution	2019-06-25
- Computers, peripherals, and software	D&B Risk Solution	2019-06-24
- Computers, peripherals, and software	D&B Risk Solution	2019-06-12
- Computers, peripherals, and software	D&B Risk Solution	2019-05-10
- Computers, peripherals, and software	D&B Risk Solution	2019-04-15
- Computers, peripherals, and software	D&B Risk Solution	2019-03-27
- Computers, peripherals, and software	D&B Risk Solution	2019-03-20
- Computers, peripherals, and software	D&B Risk Solution	2019-03-20



Top-Five-Inquiries

Public Administration	174
Services	112
Manufacturing	40
Wholesale Trade	32
Finance, Insurance and Real Estate	21

By Report Type	
D&B Risk Solution	201
Sales & Marketing Solution	90
Supply Management Solution	42
D&B Proprietary Score Request	27
General Data Request	22

All-Inquiries				
Total Inquiries	Last 30 Days	Last 90 Days	Last 180 Days	Last 365 Days
40	5	11	21	40
5	2	2	3	5
32	6	11	16	32
3	0	0	0	3
21	6	11	17	21
112	9	28	59	112
174	9	31	67	174
3	0	2	2	3
	1nquiries 40 5 32 3 21 112 174	Inquiries Days 40 5 5 2 32 6 3 0 21 6 112 9 174 9	Inquiries Days Days 40 5 11 5 2 2 32 6 11 3 0 0 21 6 11 112 9 28 174 9 31	Inquiries Days Days Days 40 5 11 21 5 2 2 3 32 6 11 16 3 0 0 0 21 6 11 17 112 9 28 59 174 9 31 67

Peers Inquiries

Please add a peer from peers page to start the comparison.



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E. Green/Environmental Initiatives

Given our roots as a Federal Reseller, we procure equipment consistent with requirements for Energy Star ® (e.g., large screens), Federal Energy Management Program (FEMP) and *Electronic Product Environmental Assessment Tool (EPEAT)* products (e.g., monitors).

F. Diversity Programs

ThunderCat Technology maintains relationships with over 100 businesses encompassing every size category. To keep Labor and Other Direct Costs (ODCs) such as travel low, ThunderCat has a ready network of Small Businesses to draw from. For larger-scale projects, we turn to Tribal-owned or Tribal-affiliated Small Disadvantaged Businesses (SDBs) given the number of employees, their Past Performance and ability to serve dispersed locations. As a result, they are in a better position to implement a region-wide or state-wide solution. For Woman-Owned Small Businesses (WOSBs), we have outreach to the Women's Business Enterprise National Council (WBENC). Their regional partnership organizations (https://www.wbenc.org/regional-partnerorganizations) are especially critical in identifying WOSBs that are on the other side of the state yet within reasonable proximity to the Place of Performance. The network of Veteran Owned and Service Disabled Veteran Owned businesses are very well connected through the philanthropy of ThunderCat's CEO Tom Deierlein. HubZones are interesting because on more than one occasion we have pointed out the potential status to a small business partner that was not aware of the significance of their location. Another Small Business affiliation is the start-up. Many universities have IT start-up incubators so that new businesses can attract seed capital or start-up funding. Other university-led IT start-ups can cover down on multiple small business categories such as Historically Black Colleges and Universities (HBCU) and HubZone at the same time.

G. Certifications

ThunderCat Technology, LLC is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business. ThunderCat's record is found at the following search engine on the VA's website: https://www.vip.vetbiz.va.gov/Home/.



ThunderCat Technology, LLC

State:

Location: Reston Virginia Last Verified: 6/5/2019 Expiration Date: 6/5/2022

DBA:

DUNS: 809887164 Phone: (703) 674-0216

Email: tom@thundercattech.com Web: http://www.thundercattech.com

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ThunderCat Technology, LLC has been vetted by the State Commerce Commission for eligibility as a Virginia Corporation and a Service Disable Veteran Owned Small Business.

	Business Type	Certification No	Certification Start Date	Certification End Date
V	Small Business	723626	1/22/20	1/22/25
	Service Disabled Veteran Owned	723626	1/22/20	1/22/25

H. Relationships with Subcontractors or Affiliates

The key factor that defines ThunderCat as a 'World Class Small Business' providing 'World Class products' is the relationships we maintain to support key customers buying through OMNIA. Leading ThunderCat is SLED Director Kent Stokley. Kent exercises the responsibility, accountability and authority for control and oversight of all functions necessary for successful performance on the OMNIA contract. Kent's goal is to be responsive to the needs of the OMNIA customer by securing and maintaining productive, cost effective relationships with OEMs and service providers.

The processes for managing our supplier and subcontracting partners are driven by our ISO 9001:2015-registered Quality Management System (QMS). Our QMS dictates a review process where suppliers and partners are evaluated for:

- 1) Timely delivery of product
- 2) Accuracy of product shipped
- 3) Timely resolution of support issues
- 4) Technological relevancy
- 5) The long-term product viability of suppliers

Over the life of the contract, ThunderCat may secure additional Teaming Arrangements for the purpose of evaluating new vendors and products for OMNIA. Our participation in vendor advisory panels and participation in industry days and exhibitions helps broaden our industry expertise. By keeping in close contact with our partners, our understanding of the needs of the OMNIA customer at the enterprise level translates into the deepest possible discounting structures as well as Enterprise Licensing Agreements (ELA). We further monitor and improve our Teaming Arrangements by conducting:

- Information Sharing: Involving collecting, disseminating and analyzing information to better understand customer requirements.
- Relationship Building: Developing deeper supplier relationships based on mutual goals and common service levels.
- Using Proven Practices: Employing ISO 9001:2015-driven processes with a laser focus on maximum efficiency at all stages of delivery.





 Systems Transparency: Employing processes that are monitored for improvement and adjusted for the benefit of meeting and exceeding OMNIA customer expectations.

Systems transparency is achieved when ISO-driven management and quality processes are driven by an audited Customer Relationship Model (CRM) and Enterprise Resource Planning (ERP) solution. ThunderCat uses the former *Great Plains*, now known as Microsoft Dynamics GP. This capability allows us to flag Small Business partners so that payment turnaround time is greatly reduced. Orders requiring software products and billable work are processed in a timely manner pursuant to OMNIA Terms and Conditions, the Order and Teaming Agreement (TA). We run reconciliation reports for trend analysis purposes and make adjustments to our approach accordingly. A solid company in its own right, ThunderCat has never missed payments, resorted to reduced payments nor allowed Accounts Payable to slip. In the event of non-performance, adequate notification will be given to OMNIA, the OMNIA customer and the company in question.

Although ThunderCat Technology is a SWaM-certified Service Disabled Veteran Owned Small Business in its own right, we are equally conscientious of other enterprises, including. Minority Owned, Economically Disadvantaged Women Owned, those living in HubZones or on tribal lands. Also taken into consideration are the traditional Historically Black Colleges and Universities (HBCUs). Taking into consideration the type of relationship OMNIA has with communities across the country, we would advocate a Commercial Small Business Plan. This way, companies on OMNIA would be able to incorporate other Small Business enterprises into an expanded customer base. The reason this makes more sense is because it opens the possibility of mapping skills to requirements outside the scope of a specific order to other customers.

I. Differentiating Suppliers from Competitors

As an impartial advocate for the OMNIA customer, we have occasionally had to choose between our relationship with the customer and with potential partners. The reason that choosing the customer became the better strategy is because over time relationships and trust develops. More often than not we are solicited for our opinions in areas such as mitigation, infrastructure improvements and longer term IT investments. Given this unique position, we are often approached by the OEMs and given competitive pricing. In situations where we approach to OEM, we

J. Past Litigation, Bankruptcy and Reorganization

Last year, two partners sued each other. <u>ThunderCat was not named as a Plaintiff</u>. We responded to a court order to surrender communications during the discovery process which we complied with.



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K. Felony Conviction Notice

On Sept 9, 2015, an employee pled guilty to one count of conspiracy to commit wire fraud and major government fraud. The underlying conduct related to certain 'third bid,' or courtesy bid practices, as well as wrongdoing associated with a Sept 2009 sale (more than 10 years ago). He resigned prior to plea. He was never suspended nor debarred. He returned the company in 2017 after full review and approval of the Suspension and Debarment Official (SDO) with oversight on the case. This individual is not involved in this sale or any public sector sales, commercial only.

L. Debarment or Suspensions N/A



1.2 Distribution & Logistics (Section 3.2)

A. Description of Full Line of Products and Services

The following list depicts ThunderCat's current Line Card of Storage, Software, Cloud and Cybersecurity products:

2019/2020 Line Card

A10 Networks Bricata, Inc. Dataram

Accellion, Inc. BriefCam Decipher Technology Studios

AcquiaBroadcomDecision LensAddOn NetworksBugcrowd, Inc.DefendXAdobeCables to GoDellAdvanced HPCCalabrioDigi-TraxAinsCanonDigital Guardian

Allied Telesis Canon Solutions America, Inc. Digital Shadows
Alteryx Carbon Black DocuSign
Amazon Web Services CaseWare International Druva

Analyst Platform, LLC Centrify Corporation **Dtex Systems** APC Chatsworth Duo Beyond Apcon Checkpoint Eaton App Dynamics Cinemassive Eizo **Appian** Cisco Ekahau Apple Citrix Elastic Applied Data System Clearwell Systems, Inc. Elemental Appspace Cloudbees **EMC**

Arista Networks Inc Cloudera ENDRUN TECHNOLOGIES LLC

Arris CloudTamer Enterprise Vision

Aruba NetworksCofenseePLUSAsure SoftwareCohesityErgotronAternityCommScopeEverbridgeAtlassian Pty LtdCommvaultExtra Hop

AttackIQ ComponentSource Extreme Networks

F5 Autodesk Concurrent Real-Time, Inc. AvePoint **Fidelis** Corning **AVI-SPL** Corterix FireEye Avocent Cray Firemon Creative Radicals **Babel Street Fivecast** Barco Crenlo Flashpoint Bassec Crestron **FM Systems**

BeyondTrust Corporation Crossmatch ForeScout Technologies, Inc

Big Switch NetworksCrowdstrikeForgerockBlackberryCrystalFujitsuBlue JeansCyber-ArkGemalto

Blue Medora Cylance GetWellNetwork Inc

BlueCoatData DistributingGigamonBorderLAN, IncDatacardGitlabBox, Inc.DataDirect NetworksGlideFastGLOBALSCAPEMicroStrategyPure Storage

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Informatica

Micro Focus

Region 4 RFP #20-08

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RealVNC

Solarwinds

Google MIST Qlik GoToAssist Mobatek QLogic Granicus MobileIron QStar Haivision Morpheus Qualys, Inc. Harness, Inc. **Nagios** Quantum **Hewlett Packard** Quantum Secure Napatech

Hitachi NCipher Quest
Hitachi Healthcare NEC QUIKTRON
IBM-New NetAPP Qumulo
Idera, Inc. NetBrain Radiant Logic
InfoBlox NetScout Raritan

NetSource

Integrated BiometricsNexsanRecorded FuturesIntelNintexRed CanaryIntelligent InSitesNLYTERed Hat

Interos Inc Ntrepid Red River Services

IVANTI Nuance RedSeal Ixia Nutanix RightStar, Inc. Juniper Nvidia Rimage Kingston ObservIT, Inc Riverbed **KLAS Telecom RSA** Olympus Kofax Omnitron Rubrik Legrand, SA Onyx SafeNet Lenovo **OPSWAT** Salesforce Linksys Origin High Performance PC Samsung LMG Security Ortronics, Inc. Sandisk Palo Alto SAP LogiTech LogRhythm, Inc Panasonic Sayari Pandora FMS Sc2 Corp Lookingglass **Panduit** Lookout Scott-Clark

Pelican Mark Logic Seagate Markforged Pentaho SecureWorks, Inc McAfee Pentax **Security Compass** Media Platform Service Now Pershing MediaPro Phalanx Security SevOne **Pivotal SITSCAPE** MediaStar Mediware **Polaris** Socrata Mellanox Practical Code, LLC Solar Winds

MicrochipProofpointSole Source TechnologyMicrosemiPulse SecureSon Technology

Microsoft Puppet Sonatype

Proline

Sonicwall Virtru Corporation



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Sonitor VirusTotal
Sonus Vitec
Spectra Logic VMware

Splunk VQ Communications
Sprinklr Western Digital

Stanley Convergent Security

Solutions Wind River Sales Co., Inc.

Startech.com Windward Steelhead Xmedius

Symantec York Telecom Corporation

Syncsort You Test Me

TableauZertoTangentZovyTaniumZscaler

Tasktop Tenable Thales

Thomson Reuters - Special

Services Threadfix TIBCO Software

Topaz Systems
Towerstream Corporation

Transition Networks

Trend Micro TRENDnet INC

Tripplite Tripwire Trustwave

Tufin Technologies

Twilio Inc. Twistlock UiPath

Valor Construction, LLC

Variphy Varonis VBrick Veeam

Velocity Micro Veracode

Veritas Viavi

Vidyo Vigilant Solutions

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B. Proposed Distribution

ThunderCat maintains relationships with multiple distributors that service all 50 states.



Section D/E details examples of partner companies, their location and their facility size.

C. Auditing Value Chain Pricing

As evident by the 7,334 total orders processed during the last three years, ThunderCat's CRM is able to track value chain fluctuations or pricing anomalies within the pricing structure at a near-instantaneous level. All order receipts, notifications and updates will be recorded in the CRM by date and time (and later submitted as part of the Monthly Activity Report's Performance Log). What is key here is that we can establish a metric to alert us of a price fluctuation greater than 2-4% for example. The generated report will be structured to include: Contractor order number, customer order number, summary of items ordered and total amount of the order. These customer details will also be included in the Monthly Financial Report.

D/E Partner Companies & Description of Distribution Facilities

ThunderCat has outgrown its integration facility in Reston, VA. Pending our move to a new facility (10,000 sq. ft.) near the Washington-Dulles Airport, we are currently renting a secured space in Sterling, VA. In addition, ThunderCat has reachback facilities offered through various partners throughout the United States. Not including OEM facilities such as Dell in Round Rock, TX (226,000 sq. ft.), distributors such as Arrow Electronics (Syracuse, NY – 33,663 sq. ft. and Phoenix, AZ – 212,000 sq. ft.), Tech Data (Fontana, CA and Swedesboro, NJ – 435,000 total sq. ft each) and Synnex (Greenville, SC – 110,000 sq. ft.) operate ISO-certified integration and distribution centers.



ThunderCat has maintained ISO 9001 certification since 2012 and has expanded the Management System to incorporate Supply Chain Risk Management controls. ThunderCat's established SCRM system addresses requirements in both ISO 28000:2007 and ISO 20243:2018. An external audit will occur in August 2020 to achieve initial ISO 28000 certification. Following certification, ThunderCat will self-certify against ISO 20243

1.3 Marketing and Sales (Section 3.3)

A. 90-Day Plan for 'Go-to-Market' Strategy

Tradeshows – ThunderCat will be present at tradeshows centered around OMNIA partners/target agencies. Our SLED one-pagers will hold the OMNIA contract info & logo on them to be distributed at these shows. During this initial 90 days, ThunderCat will schedule displays at five tradeshows during the year to specifically promote OMNIA.





Press Release – Upon award, a press release will be sent through ThunderCat's Press Release (PR) web distribution center and pushed through social media sites: Twitter, LinkedIn, and Facebook. PR will state contract award info, link to OMNIA's site, and POC through ThunderCat.

SEO Campaign (Search Engine Optimization) – ThunderCat will implement an SEO campaign to increase the quantity and quality of traffic to our website through organic search engine results. Specifically using keywords associated with the OMNIA contract, ThunderCat will also target particular state, local, and educational institutions.

Re-targeting Ad Campaign – Ads promoting the OMNIA contract will be pushed through a LinkedIn re-targeting ad campaign. This will help capture user demographics and organic traffic to our site.

Website branding – OMNIA logo will be added to the corporate webpage & listed under our SLED contracts page. https://www.thundercattech.com/contract-vehicles/sled-contracts.

Kick-off & Sales Training – Within the first seven days of award, a kick-off meeting will be conducted to integrate the sales force, corporate executives and the operations staff. The purpose of this meeting is to equip and empower the sales force with the tools necessary to promote OMNIA. This includes an overview of the OMNIA Master Agreement, how to coordinate use of the vehicle, the SLED one-pagers and use of the tradeshow display banner. In order to maximize the greatest number of leads, a target list will delineate specific responsibilities. This prevents waste and redundancy while at the same time expand ThunderCat's participation in OMNIA the quickest way possible.

B. 90-Day Plan for 'Market-the-Master-Agreement' Strategy The 90-Day 'Master the Market' Strategy is detailed as follows:

Day	Action	Lead	Comments
D-Day	Notification	SLED	Alert Executives, Contracts, PMO, Sales, Marketing and Support Staff
D+1	Master Agreement Signed & Exchanged	Contracts	
	Schedule Kick-off	PMO	Executives, Sales, Marketing and Support Staff
D+2	Toll Free Number/OMNIA Email	ΙΤ	Lead Notification
D+3	Co-branded Press Release, SEO	Marketing	Mass push of new Logo





D	Anthon		oducts and Services, July 14, 2020
Day	Action	Lead	Comments
	optimization,		
	Website update		
D+5	Kickoff Meeting	SLED/PMO	Executives, Sales, Marketing and Support Staff
D+7	Call Plan & One- pagers sent to Customer Base	SLED	Promote OMNIA
D+8	Press Release		
	SEO Campaign	Marketing	
	Website Branding		
D+10	Synchronization Meeting	SLED/Marketing	 Triangulate Trade Show, Summit and Conference Participation Notification of Target Customers Travel for Next 180 Days
	Submit Marketing Materials to OMNIA	Marketing	Permission for reproduction
D+13	Co-Branded Marketing Materials	Marketing	Submit to Graphics Company Trade Show Banner Design and Handouts for Mass Production
D+13 to D+30	Coordinate Trade Show, Summit and Conference Participation	SLED	
D+18	Provide Final List to Marketing	SLED	
D+20	Discuss Trade Publication Advertisement with OMNIA	Marketing	
	Inspect/Accept Co-Branded Materials	Marketing	
D+30 To D+45	Event 1	SLED/Marketing	
D+60 To D+90	Event 2	SLED Sales	
D+90	Meeting with OMNIA	SLED Director	Exchange of InformationProgress Report





C. Transition Strategy of Existing Public Agency Customers to the Master Agreement There are three ways to promote OMNIA with existing customers:

- The announcement: We already have a target list of who stands the most to benefit from the OMNIA vehicle. Most if not all, are already familiar with OMNIA
- The face-to-face meeting: We schedule meetings with existing customers to gauge future projects and interests. This is where they receive directly from us the attributes and advantages of the new contract vehicle: 1) Pre-solicited and awarded, 2) Best public sector pricing, 3) No cost to participate and 4) Nonexclusive.
- The follow-up: This is where we notify customers that we will be at an event and maintain a booth. For those not already planning to attend, this provides an impulse decision to break away from the office for a couple of days.

D. Promoting OMNIA Logo

The OMNIA logo will become part of the SLED Team's public image. We use logos in our emails, proposal responses, website and handouts. Our goal during the first year is to establish ourselves as fast-rising 'brand ambassadors' in the national SLED public sector arena.

E. Proactive Direct Sales

In addition to use of the logo, we steer potential customers to OMNIA by touting the same attributes mentioned earlier in Section C, i.e., Pre-solicited and awarded, Best Pricing, No participation cost and non-exclusive. ThunderCat however, envisions a 360degree concept of proactivity where execution and follow-up assures flawless customer service and repeat sales. In accordance with the Terms and Conditions shared with the customer, orders and inquiries will be responded to within a specified timeframe. For example direct orders through OMNIA will be acknowledged and settled by the SLED Customer Service Manager via e-mail, with a copy of the order within four businesshours of order acceptance. All manual or complex orders will be acknowledged and accepted within the four-day window. On-line orders made via an OMNIA or customerspecified portal are acknowledged the same way. Requests for Technical Submissions (in addition to quotes) are conducted using a 'backward-planning' methodology; with our goal is to submit the day before. Depending on Lead Time, there are either two formal and one informal final reviews or an informal initial session followed by a formal and a final. There is also a review and kickoff involving the cross competencies of ThunderCat which include but are not limited to: Contracts, Engineers and Architects, Finance, Program Management Office under SLED and Executive oversight. The conduct of coordinating a customer response is tracked within our ISO for coherence and effectiveness twice a year. To make a customer relationship work within the OMNIA contracting model, the vehicle is as much conducive to relationship building as it is a means of transaction.



F. Training National Sales Force on Master Agreement

No one will be able to close business on the OMNIA vehicle without the proper training and certification by the SLED Director. Any new sales personnel after the kick-off (Section A) will demonstrate a knowledge of the Master Agreement, its terms and conditions as a condition of their in-processing at ThunderCat. This onboarding process will add the available public agencies currently serviced by ThunderCat as well as the 'low hanging fruit' that needs engagement. Follow-on training updates will be given monthly following the monthly sales meeting which is conducted via video-teleconference.

G. Name/Title/Email/Phone for Key People

Title	Name	Email	Phone
Chief Operating Officer	David Schlosser	dschlosser@thundercattech.com	(703) 674-0247
Marketing Officer	Megan Battaglia	mbattaglia@thundercatech.com	(703) 674-0229
SLED Sales Director	Kent Stokely	kstokely@thundercattech.com	(703) 568-3378
Director of Operations	Kevin Sieve	ksieve@thundercattech.com	(703) 674-0267
Chief Financial Officer	Matt Smith	msmith@thundercattech.com	(703) 674-0248
Director Financial Operations	Cristin Cowan	ccowan@thundercattech.com	(703) 674-0243
Contracts Manager	Jean Kim	jkim@thundercattech.com	(301) 996-0140

H. Structure of National Sales Force

The Chief Operating Officer of ThunderCat Technology is David Schlosser, (703) 674-0247 or dschlosser@thundercattech.com. Although ThunderCat is geographically centered in the DC Metro area, its reach is truly national. In the Figure below, the geographic location is deceptive given the amount of travel and video-conferencing that takes place. For example, two members of our Health Sales Team crisscross across the country, accumulating over \$150 million in sales over a two-year period. For the sake of clarity, the term 'Generic' is used to accurately convey their location although internally we often associate them individually with their biggest customer. All sales personnel, regardless of location can be brought to bear to explore and expand OMNIA's customer base. Almost half of ThunderCat is engaged in the sales function at any given time.



Area

Locations Scope

*Collaborative Practice includes Audio-Visual, Conferencing, Mobile and other telephony

I. Strategy to Grow and Implement the National Program

This is why the 'D+90' meeting with OMNIA mentioned in Section B is critical. It would be a waste of time to project a full year out being new to the vehicle. Real-world events such as that going on at the time of this submission requires us to be vigilant and flexible to the changing needs of the public customer at any given time. This also applies to the OMNIA vehicle itself. One way to become a national brand under the OMNIA banner is to intercede when others are not meeting expectations. In our ecosystem, reputation is everything. Being able to solve hard problems is what grew us to the levels that we are at in such a short amount of time. We are certain that we will expand our loyal following by doing the same thing for OMNIA.

J. Public Agency Sales and Largest Customer

ThunderCat Technology, LLC has only branched into State, Local and Educational (SLED) institutions in the last two years. For the sake of accuracy we are providing three tables: 'Top 10' Federal Agencies – Fiscal Year 2019, 'Top 10' Federal Sales – Fiscal Year 2019, Top SLED Agencies – Fiscal Year 2019 and Top SLED Sales – Fiscal Year 2019.

'Top 10' Federal Agencies - Fiscal Year 2019

Agency	Amt
--------	-----



Region 4 RFP #20-08

Cyber Security Solutions and Associated Products and Services, July 14, 2020

'Top 10' Federal Sales – Fiscal Year 2019

Agency Contract Order Number Amit 100	Agency	Contract/Order Number	Amt	POC
---	--------	-----------------------	-----	-----

Top SLED Agencies – Fiscal Year 2019

Agency Amt

Top SLED Sales During Fiscal Year 2019

Agency	Contract/Order	Amt	POC
i igolio j	Number	7	







Sales cut across Fiscal Years and vary by Period of Performance Also See Tab 5 – Value Add for Top Cybersecurity Deliveries

K. Information Systems Capabilities and Limitations

ThunderCat's CRM is able to track value receipts, notifications and updates by date and time. Reporting will be structured into a spreadsheet that includes: Contractor order number, customer order number, summary of items ordered, total amount of the order as well as statuses by date and time.

Routine shipments will take less than 10 days 90% of the time unless waived by the ordering official. Shipments for these type of orders utilize the standard configuration contract line items and do not require any variations. Shipment for complex orders will be accomplished less than 20 days 90% of the time and noted in the Delivery Report's comment section as a 'complex order.' All shipments are tracked internally which the Internal Sales Team continuously monitors in order to keep the OMNIA customer fully informed. All shipping dates and times, regardless of order size, are generated automatically and itemized in the Delivery Report.

L. Sales Commitment

N/A per our Master Agreement with OMNIA Partners, Public Sector

M. Detail Strategies When Confronted with Agency-generated Proposals

ThunderCat Technology, LLC is only interested in responding to SLED solicitations through OMNIA. To check every individual local portal for sales defeats the whole purpose of the vehicle. If confronted with an extraneous opportunity, we will ask the customer why the OMNIA vehicle is not ideal for these requirements. This way, we operate in full transparency with customers and partners alike. We cannot offer the same OEM 'deal-registered' pricing as OMNIA because the contract vehicle is modelled for much higher volume.





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



7145 West Tidwell Road ~ Houston, Texas 77092 (713)-462-7708

www.esc4.net

NOTICE TO OFFEROR

Solicitation Number 20-08
Request for Proposal ("RFP")

by

Region 4 Education Service Center ("ESC")

for

Cyber Security Solutions and Associated Products & Services SUBMITTAL DEADLINE: Tuesday, April 7, 2020, 10:00 AM CENTRAL TIME

Questions regarding this RFP must be submitted in writing to Crystal Wallace, Business Operations Specialist, at questions@esc4.net no later than March 11, 2020. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Proposals must be sealed, prominently marked with the RFP solicitation number, RFP title, RFP opening time/date and name of Offeror. Submissions must be received by the Region 4 ESC office at: 7145 West Tidwell Road, Houston, TX 77092 no later than 2:00 p.m. central time. Proposals received prior to the submittal deadline will be time-stamped upon receipt and kept secure and unopened. At the submittal deadline, Region 4 ESC will collect all proposals received before the deadline in the room designated for the proposal opening. Proposals will be opened and recorded publicly. Any proposal received later than the specified time, whether delivered in person, courier or mailed, will not be considered. Late proposals will be returned to sender unopened.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Business Operations Specialist, which will be held on Tuesday, March 10, 2020 at 9:00 AM in the Region 4 ESC offices located at 7145 West Tidwell Road, Houston Texas 77092. To attend the conference, potential Offeror must notify Crystal Wallace, Business Operations Specialist, at cwallace@esc4.net no later than 3:00 PM CT on March 9, 2020. Offeror's who are unable to attend in person but would like to call in must also send an email to request call in instructions. The purpose of this conference is to clarify the contents of this RFP in order to prevent any misunderstanding of Region 4 ESC's position. Any doubt as to the requirements of this RFP or any apparent omission or discrepancy should be presented to Region 4 ESC at this conference. Region 4 ESC will then determine the appropriate action necessary, if any, and may issue a written addendum to the RFP. Oral statements or instructions will not constitute an addendum to this RFP.

Publication Date: February 19, 2020

I. SCOPE OF WORK

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

Region 4 ESC is an education service center established by the Texas Legislature in 1967 to assist school districts and charter schools in improving efficiencies. Region 4 ESC directly serves a seven-county area comprised of 48 public school districts and 39 open-enrollment charter schools, representing more than 1.2 million students, 99,000 educators and 1,500 campuses. Through cooperative contracts Region 4 ESC extends the opportunity to operate more efficiently and economically to agencies nationwide through OMNIA Partners (see below).

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

NATIONAL CONTRACT

The Region 4 Education Service Center ("ESC), as the Principal Procurement Agency, defined in APPENDIX D, has partnered with OMNIA Partners, Public Sector ("OMNIA Partners") to make the resultant contract (also known as the "Master Agreement" in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Region 4 ESC is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Purchasing Cooperative Agreement, a form of which is attached hereto on APPENDIX D, or as otherwise agreed to. APPENDIX D contains additional information about OMNIA Partners and the cooperative purchasing program.

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

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

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

Customer Support

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

Vendor Requirements

Region 4 ESC is requesting proposals from premier manufactures, distributors and resellers to provide comprehensive Cyber Security Solutions and Associated Products & Services. The intent of this solicitation is to establish a contract to provide cyber security to Participating Public Agencies to assess and improve their ability to prevent, detect and respond to cyber-attacks within their organization. Vendor(s) shall at the request of Region 4 ESC and its Participating Agencies, provide these services should respond to this solicitation with the broadest possible offering that is covered by this scope in order to meet the varied needs of Region 4 ESC and/or participating agencies. Offeror's must identify any specializations and other relevant expertise they hold for all services offered through this solicitation. In addition, Offeror's should identify and validate any product-enabling and value-added services they offer in support of the scope of this solicitation.

Offeror's must be able to provide services the following pillars as adopted by the National Institute of Security Technology (NIST). https://www.nist.gov/cyberframework. Vendors who offer these services either individually or in a combination are qualified to respond to this solicitation.

Identify

- Asset Management
- Business Environment
- Governance

- Risk Management
- Risk Management Strategy

> Protect

- Awareness Control
- Awareness + Training
- Data Security
- Information Protection + Security
- Maintenance
- Protective Technology

Detect

- Anomalies + Events
- Continuous Security Monitoring
- Detection Process

> Respond

- Response Planning
- Communication
- Analysis
- Mitigation
- Improvements

> Recover

- Recover Planning
- Improvements
- Communications

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

EventDateIssue RFPFebruary 19, 2020Pre-proposal ConferenceMarch 10, 2020Deadline for receipt of questions via emailMarch 11, 2020Issue Addenda (if required)TBDProposal Due DateApril 7, 2020Approval from Region 4 ESCJune 23, 2020Contract Effective DateAugust 1, 2020

III. INSTRUCTIONS TO OFFERORS

1. Key Definitions

Contract: The legal agreement executed between Region 4 ESC and the awarded Offeror.

A draft of the Contract is provided as Appendix A.

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

Days: calendar days

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

- 2. <u>Inquiries and Discrepancies</u>: Questions regarding this solicitation must be submitted in writing to Crystal Wallace, Business Operations Specialist, at <u>questions@esc4.net</u> no later than March 11, 2020. All questions and answers will be posted to https://www.esc4.net/services/purchasing/region-4-omnia-solicitations. Offerors are responsible for viewing the website to review all questions and answers prior to submitting proposals. Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.
- 3. Restricted and Prohibited Communications with Region 4 ESC: During the period between the date Region 4 ESC issues this RFP and the selection of the Contractor by Region 4 ESC, if any, Offerors shall restrict all contact with Region 4 ESC and direct all questions regarding this RFP, including questions regarding terms and conditions, only to the individual identified above in section "Inquiries and Discrepancies" in the specified manner. Do not contact members of the Board of Directors, other employees of Region 4 ESC or any of Region 4 ESC's agents or administrators. Contact with any of these prohibited individuals after issuance of this RFP and before selection is made, may result in disqualification of the Offeror.

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

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

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

The communications prohibition shall not apply to the following:

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

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

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

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

Responses must be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of the Offeror's company and the solicitation name and number on both the outside front cover and vertical spine.

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

6. **Binder Tabs:**

- Tab 1 Draft Contract and Offer and Contract Signature Form (Appendix A)
 - a. Terms and Conditions Acceptance Form (Appendix B)
- Tab 2 Products/Pricing
- Tab 3 Performance Capability
 - a. OMNIA Partners documents
- Tab 4 Qualification and Experience
 - a. References
- Tab 5 Value Add
- Tab 6 Additional Required Documents (Appendix C)

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

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

- 9. Disclosures: By signing the Offer and Contract Signature Form, Offeror affirms:
 - a) Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this proposal and any subsequent Contract.
 - Offerors must include a complete description of any and all relationships that might be considered a conflict of interest in doing business with Region 4 ESC.
 - b) To the best of Offeror's knowledge, the proposal has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other Offerors or potential Offerors in the award of a Contract resulting from this RFP.
 - c) Offeror is not currently delinquent in the payment of any franchise taxes.

- d) The individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
- 10. <u>Waiver</u>: By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against Region 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.
 - Region 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by Region 4 ESC.
- 11. Conditions of Submitting Proposal: Submission of a proposal confers no right on an Offeror to an award or Contract. Region 4 ESC, in its sole discretion and for any reason or no reason, reserves the rights to reject any or all proposals, accept only a part of any proposal, accept the proposal deemed most advantageous to Region 4 ESC, and waive any technicalities. The issuance of this RFP does not obligate Region 4 ESC to make an award or negotiate or execute a Contract. Prior to submission due date and time, Region 4 ESC reserves the right to amend the terms and provisions of the RFP, extend the deadline for submission of proposals, or withdraw the RFP entirely for any reason solely at Region 4 ESC's discretion. A proposal may be rejected if it fails to meet any requirement of this RFP.
- 12. <u>Mailing of Proposals:</u> All proposals submitted in response to the solicitation must be clearly identified as listed below with the solicitation number, title, name and address of the company responding. All packages must be clearly identified as listed below, sealed and delivered to the Region 4 ESC office no later than the submittal deadline assigned for this solicitation.

From	
Company	
Address	
City, State, Zip	
Solicitation Name and Number	Due Date and Time

- 13. <u>Amendment of Proposal</u>: A proposal may be amended prior to the time of opening by submitting a sealed letter to the location indicated on the front page of this solicitation.
- 14. Withdrawal of Proposals: Withdrawal of proposals prior to the opening date will be permitted by a written letter or electronic mail from the Offeror. Telephonic or oral withdrawals shall not be considered. After the opening date consideration may be given in cases where Offeror advises that it made a clerical error that is substantially lower than it intended. In such case, Offeror must provide written notice of their desire to withdraw, along with supporting documents, within 3 business days of receiving the acceptance letter or of being requested by Region 4 ESC for clarification of the proposal, whichever is later. Any Contract entered into prior to Region 4 ESC receiving notice must be honored. No Offeror should assume their

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

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

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

IV. EVALUATION PROCESS AND CRITERIA

- A committee will review and evaluate all responses and make a recommendation for award
 of Contract(s). The recommendation for Contract awards will be based on the predetermined
 criteria factors outlined in this section, where each factor is assigned a point value based on
 its importance. In evaluating the responses, the following predetermined criteria is considered:
 - a) Products/Pricing (30 Points)
 - b) Performance Capability (40 Points)
 - c) Qualification and Experience (25 Points)
 - d) Value Add (5 Points)
- 2. Offeror's proposal should, at a minimum, include the following for Region 4 ESC's evaluation:

a) Products/Pricing

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

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

- iii. Is pricing available for all products and services?
- iv. Describe any shipping charges.
- v. Provide pricing for warranties on all products and services.
- vi. Describe any return and restocking fees.
- vii. Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.
- viii. Describe how customers verify they are receiving Contract pricing.
- ix. Describe payment methods offered.
- x. Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with

- discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.
- xi. Describe how future product introductions will be priced and align with Contract pricing proposed.
- xii. Provide any additional information relevant to this section.

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

b) Performance Capability

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

c) Qualification and Experience

- i. Provide a brief history of the Offeror, including year it was established and corporate office location.
- ii. Describe Offeror's reputation in the marketplace.
- iii. Describe Offeror's reputation of products and services in the marketplace.
- iv. Describe the experience and qualification of key employees.
- v. Describe Offeror's experience working with the government sector.
- vi. Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.
- vii. Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.
- viii. Provide any additional information relevant to this section.

d) Value Add

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

APPENDIX A

DRAFT CONTRACT

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

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number RFP 20-08 for Cybersecurity solutions ("RFP"), to which Contractor provided a response ("Proposal"); and

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

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

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

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

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

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

- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
 - i. This Contract
 - ii. Offeror's Best and Final Offer
 - iii. Offeror's proposal
 - iv. RFP and any addenda
- 5) <u>Commencement of Work</u>. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) <u>Entire Agreement (Parol evidence)</u>. The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) <u>Assignment of Contract</u>. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) <u>Contract Alterations</u>. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

OFFER AND CONTRACT SIGNATURE FORM

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

Company Name	<u>ThunderCat Technology, LLC</u>	
Address	1925 Isaac Newton Square, Suite 180	
City/State/Zip	Reston, VA 20190	
Telephone No.	703-674-0216	
Email Address	contracts@thundercattech.com	
Printed Name	Jean Kim	
Title	Contracts	
Authorized signature	7-A-1-	
Accepted by Region 4 ESC		
Contract No.	<u> </u>	
Initial Contract Term	to	
Region 4 ESC Authorized Bo	pard Member	Date
Print Name		
Region 4 ESC Authorized Bo	pard Member	Date
Print Name		

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)



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

NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 20-08

Request for Proposal ("RFP") by

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

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

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

This Addendum No. 1 is hereby issued to:

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

RECEIPT OF ADDENDUM NO. 1 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC

Contact Person Jean Kim

Signature 4/9/2020

Crystal Wallace Region 4 Education Service Center Business Operations Specialist

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS, PUBLIC SECTOR

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

- Exhibit A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT
- Exhibit B ADMINISTRATION AGREEMENT, EXAMPLE
- Exhibit D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE
- Exhibit E CONTRACT SALES REPORTING TEMPLATE
- Exhibit F FEDERAL FUNDS CERTIFICATIONS
- Exhibit G NEW JERSEY BUSINESS COMPLIANCE
- Exhibit H ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A

RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

The Region 4 Education Service Center ("ESC") (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners, Public Sector"), is requesting proposals for Cyber Security Solutions and Associated Products & Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, nonprofit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners, Public Sector's cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, Public Sector, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners, Public Sector as a Participating Public Agency in OMNIA Partners, Public Sector's cooperative Registration with OMNIA Partners, Public Sector as a purchasing program. Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, Public Sector, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners, Public Sector.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, Public Sector, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners, Public Sector'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 OMNIA Partners, Public Sector.

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

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners, Public Sector intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

A. Individual sales calls

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

The OMNIA Partners, Public Sector contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

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

Estimated Volume

1.3

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

Award Basis

1.4

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners, Public Sector's option, be the basis of award on a national level through OMNIA Partners, Public Sector. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners, Public Sector. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners, Public Sector shall agree without being in

conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners, Public Sector).

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

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners, Public Sector'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 OMNIA Partners, Public Sector designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.

- a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a.	Minority W	omen Business Enterprise
	☐ Yes	⊠ No
	If yes, list co	ertifying agency:
b.	(DBE)	ess Enterprise (SBE) or Disadvantaged Business Enterprise
	⊠ Yes	
	If yes, list co	ertifying agency:
c.	☐ Yes	Underutilized Business (HUB) ⊠ No ertifying agency:
d.	Historically	Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes If yes, list co	No ertifying agency:
e.	Other recog	nized diversity certificate holder
	⊠ Yes	□No

If yes, list certifying agency: <u>SDVOSB - U.S. Department of Veterans Affairs CVE</u>

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

Requirements for National Cooperative Contract Page 7 of 68

3.2 Distribution, Logistics

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

3.3 Marketing and Sales

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

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners, Public Sector at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners, Public Sector for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners, Public Sector.
- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners, Public Sector internet web-based homepage on Supplier's website with:
 - OMNIA Partners, Public Sector standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners, Public Sector's website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners, Public Sector
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners, Public Sector. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners, Public Sector and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners, Public Sector logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners, Public Sector. All sales materials are to use the OMNIA Partners, Public Sector logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive
- F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, Public Sector
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners, Public Sector team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

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

To the extent Supplier guarantees minimum Contract Sales, the administration fee shall be calculated based on the

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

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

EXHIBIT B

ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT

	T (this "Agreement") is made this day of ntal Purchasing Alliance Company, a Delaware ctor ("OMNIA Partners, Public Sector"), and
RECIT	ΓALS
WHEREAS, the(into a Master Agreement effective(Principal Procurement Agency and Supplier, (as now with the terms thereof, the "Master Agreement"), herein by reference as though fully set forth herein (the "Product");	nay be amended from time to time in accordance as attached hereto as Exhibit A and incorporated
WHEREAS, said Master Agreement provi and local governmental entities, public and private non-profit entities, and agencies for the public bend (either via registration on the OMNIA Partners, Intergovernmental Cooperative Purchasing Agre hereinafter referred to as a "Participating Public A the Master Agreement;	efit (collectively, "Public Agencies"), that register Public Sector website or execution of a Master eement, attached hereto as <u>Exhibit B</u>) (each,

- **WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners, Public Sector to Public Agencies;
- **WHEREAS**, OMNIA Partners, Public Sector serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;
- **WHEREAS**, Principal Procurement Agency desires OMNIA Partners, Public Sector to proceed with administration of the Master Agreement; and
- WHEREAS, OMNIA Partners, Public Sector and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners, Public Sector and Supplier.
- **NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners, Public Sector and Supplier hereby agree as follows:

DEFINITIONS

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

TERMS AND CONDITIONS

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

AGREEMENT. OMNIA PARTNERS, PUBLIC SECTOR SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS, PUBLIC SECTOR IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 11-22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners, Public Sector in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

11. An "Administrative Fee" shall be defined and due to OMNIA Partners, Public Sector from Supplier in the amount of two percent (2%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to 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.

- 12. Supplier shall provide OMNIA Partners, Public Sector with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, Public Sector, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners, Public Sector by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector's sole discretion.
- Administrative Fee payments are to be paid by Supplier to OMNIA Partners, Public Sector at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners, Public Sector designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners, Public Sector'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. OMNIA Partners, Public Sector, or its designee, in OMNIA Partners, Public Sector'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 OMNIA Partners, Public Sector receives such report. In addition, OMNIA Partners, Public Sector may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners, Public Sector at the location designated by OMNIA Partners, Public Sector. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners, Public Sector will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners, Public Sector's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners, Public Sector'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 OMNIA Partners, Public Sector and Supplier, the provisions of this Agreement shall prevail.

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

A. OMNIA Partners, Public Sector:

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

B. Supplier:

ThunderCat Technology, LLC
Attn: David Schlosser
1925 Isaac Newton Square, Suite 180
Reston, VA 20190

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

- 23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.
- 24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME] ThunderCat Technology, LLC	NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR		
Signature	Signature		
	Sarah Vavra		
Name	Name		
	Sr. Vice President, Public Sector		
	Contracting		
Title	Title		
Date	Date		

EXHIBIT C

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "<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 OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

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

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

- 1. Each party will facilitate the cooperative procurement of Products.
- 2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(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 or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
- 4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
- 5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
- 6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("<u>GPO</u>") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
- 7. The Participating Public Agencies (each a "<u>Procuring Party</u>") that procure Products through any Master Agreement or GPO Product supply agreement (each a "<u>GPO Contract</u>") will make timely payments to the distributor, manufacturer or other vendor (collectively, "<u>Supplier</u>") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
- 8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.
- 9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
- 10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE

PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Signature
Sarah E. Vavra
Name
Sr. Vice President, Public Sector Contracting
Title
Date

EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners Public Sector ("OMNIA Partners, Public Sector"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners, Public Sector.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
Signature
Name
Title
Date

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

0	MNIA PAF	RTNE	RS, PU	BLIC SEC	TOR EXHIBIT	s			
					ORTING TEMP				
(to	be submitt	ed <u>ele</u>	ctronic	ally in Micro	osoft Excel forma	at)			
OMNIA Partne	ers, Pub	lic S	ecto	r Contra	ct Sales Mo	nthly Report			
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Supplier Reporting Contact:									
Title:									
Phone:									
Email:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners, Public Sector and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
						Report Totals			
						Cumulative Contract Sales			

EXHIBIT F

FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES	QK	Initials of Authorized Representative of offeror
		-

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

default of the agreement by Oneror as detailed in the terms of the contract.	
Does offeror agree? YES	Initials of Authorized Representative of offeror
C) Equal Employment Opportunity Except as otherwise provided and	lor 41 CEP Part 60, all contracts that most

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR

12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES ______Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES	K	Initials of Authorized Representative of offeror
		-

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES	Initials of Authorized Representative of offeror
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(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES	Initials of Authorized Representative of offeror
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(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

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

Initials of Authorized Representative of offeror

Does offeror agree? YES (

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

Does offeror agree? YES	Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES	Initials of Authorized Representative of offeror		
RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS			

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or guarterly or annual financial reports, as applicable, and all other pending matters are closed.

O "				
Does offeror agree? YES	Initials of Authorized Representative of offeror			
CERTIFICATION OF COMPLIANCE WITH THE ENER	GY POLICY AND CONSERVATION ACT			
When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).				
Does offeror agree? YES	Initials of Authorized Representative of offeror			
CERTIFICATION OF COMPLIANCE WITH	BUY AMERICA PROVISIONS			
To the extent purchases are made with Federal Highway Administration, F Administration funds, offeror certifies that its products comply with all appli provide such certification or applicable waiver with respect to specific products and in accordance with the Buy America Act must still follow open competition.	cable provisions of the Buy America Act and agrees to ducts to any Participating Agency upon request.			
Does offeror agree? YES	Initials of Authorized Representative of offeror			
CERTIFICATION OF ACCESS TO REC	ORDS – 2 C.F.R. § 200.336			
Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.				
Does offeror agree? YES	Initials of Authorized Representative of offeror			
CERTIFICATION OF APPLICABILITY	TO SUBCONTRACTORS			
Offeror agrees that all contracts it awards pursuant to the Contract shall be	e bound by the foregoing terms and conditions.			
Does offeror agree? YES	Initials of Authorized Representative of offeror			
Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.				
ThunderCat Technology, LLC Offeror's Name:				
Address, City, State, and Zip Code: 1925 Isaac Newton Square	, Suite 180, Reston, VA 20190			
Phone Number: 703-674-0216 Fax Nur	nber: 571-323-0918			
Printed Name and Title of Authorized Representative:Jean Kim, Co	ntracts			
Email Address:contracts@thundercattech.com				
Signature of Authorized Representative:				

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

- 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
- 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
- 3. "During the performance of this contract, the contractor agrees as follows:
 - (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

- considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

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

- a. <u>Applicability of Davis-Bacon Act</u>. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. <u>It does not apply to other FEMA grant and cooperative agreement programs</u>. including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages

not less than once aweek.

- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

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

5. Contract Work Hours and Safety Standards Act.

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

- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

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

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

- b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R.§ 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. The regulation at 37 C.F.R. § 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- 7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C.§§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
 - a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

"Clean Air Act

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

Federal Water Pollution Control Act

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

8. Debarment and Suspension.

- a. <u>Applicability:</u> This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non procurement Debarment and Suspension).
- c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.
- d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.
- e. Specifically, a covered transaction includes the following contracts for goods or services:
 - (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
 - (2) The contract requires the approval of FEMA, regardless of amount.
 - (3) The contract is for federally required audit services.
 - (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
 - d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

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

9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See 2 C.F.R. Part 200</u>, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Jean Kim, Contracts

Name and Title of Contractor's Authorized Official

4/9/2020

Date"

10. Procurement of Recovered Materials.

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

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities

to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

- b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."
- 15. Program Fraud and False or Fraudulent Statements or Related Acts.
 - a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
 - b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

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

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

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

Oπeror's Name:	ThunderCat Techn	ology, LLC
Address, City, State	e, and Zip Code: 1925 Is	saac Newton Square, Suite 180, Reston, VA 20190
Phone Number: 70	3-674-0216	Fax Number: <u>571-323-0918</u>
Printed Name and T	Fitle of Authorized Jean Kim, Contracts	3
Email Address:	ontracts@thundercat	ttech.com
Signature of Author	ized Representative:	J-A-A-

EXHIBIT G

NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

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

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

Company Name:	ThunderCat Technology, LLC	
Street: 1925 Isaac N	lewton Square, Suite 180	
City, State, Zip Code:	Reston, VA 20190	
Complete as appropria	ate:	
I	, certify that I am the	sole owner of
	, that there are no partner.	s and the business is not
incorporated, and the p	rovisions of N.J.S. 52:25-24.2 do not apply.	
I	OR:	do hovohy
I	, a partner in g is a list of all individual partners who own a 1	, ao nereby 0% or greater interest therein I
	e (1) or more of the partners is itself a corporat	
	dresses of the stockholders holding 10% or more	
individual partners own	ting 10% or greater interest in that partnership.	
1 17	OR:	
/ Jean Kim	, an authorized repre	
	LC_, a corporation, do hereby certify that the fo	· ·
	lders in the corporation who own 10% or more	
	more of such stockholders is itself a corporatio dresses of the stockholders holding 10% or more	
	inesses of the stockholders holding 1070 or more ling a 10% or greater interest in that partnershi	
marrana parmers own	ing a 1070 or greater interest in that partiters in	۲۰
(Note: If there are no)	partners or stockholders owning 10% or mor	e interest, indicate none.)
Name	Address	Interest
Thomas Deierlein	19 Westbury Road, Garden City, NY 11530	100%
I further certify that the my knowledge and belie	statements and information contained herein, a f.	ire complete and correct to the best of
4/9/2020	<i>د</i> 1-	Contracts
Date		Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name: _Th	nunderCat Technology, LLC	
	ewton Square, Suite 180	
	e:_Reston, VA 20190	
State of Virginia		
County of Fairfax		
I,	of the	
Name		City
in the County of		, State of
		on my oath depose and say that:
I am the	of the fir	m of Company Name
	Title	Company Name
full knowledge that i	relies upon the truth of the	n this affidavit are true and correct, and made with statements contained in said proposal and in the g the contract for the said goods, services or public
such contract upon d	an agreement or understar	ry has been employed or retained to solicit or secure ading for a commission, percentage, brokerage or ona fide established commercial or selling agencies
ThunderCat Technology, l	LLC	
Company Name		Authorized Signature & Title
Subscribed and sworn	n before me	
this day of	, 20	
Notary Public of My commission expi	ras	20

SEAL

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

Company Name	Thunder out reciniology, ELO
Street: 1925 ls	aac Newton Square, Suite 180
City, State, Zip	Code: Reston, VA 20190
Proposal Certif	ication:
proposal will be	ompany's compliance with New Jersey Affirmative Action regulations. Company's accepted even if company is not in compliance at this time. No contract and/or nay be issued, however, until all Affirmative Action requirements are met.
Required Affirm	mative Action Evidence:
,	ofessional & Service Contracts (Exhibit A) submit with proposal:
1.	A photo copy of their Federal Letter of Affirmative Action Plan Approval
	OR
2.	A photo copy of their Certificate of Employee Information Report
	OR
3.	A complete Affirmative Action Employee Information Report (AA302)
Public Work – (Over \$50,000 Total Project Cost:
A. No approved	Federal or New Jersey Affirmative Action Plan. We will complete Report Form
AA201-A uj	pon receipt from the
B. Approved Fe	ederal or New Jersey Plan – certificate enclosed
	that the statements and information contained herein, are complete and correct to cowledge and belief.
4/9/2020	Contracts
Date	Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

Requirements for National Cooperative Contract Page 45 of 68

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information	wCat Taalaya la ay . I	10		
, ellest i (elles	rCat Technology, L wton Square, Suite ′			
City: Reston	State: VA	Zip: 201	90	
The undersigned being authorized compliance with the provisions of accompanying this form.			_	_
Signature J	ean Kim Printed Name	<u>Contrac</u> Title	cts	
Part 1	II - Contrib	ıtion Di	sclosure	
Disclosure requirement: Pursua political contributions (more the committees of the government)	an \$300 per election	cycle) over t	he 12 months j	prior to submission to
Check here if disclosure is pro	ovided in electronic for	rm		
Contributor Name	Recipient N	ame	Date	Dollar Amount
				\$
_				
			<u> </u>	
Check here if the information	is continued on subsec	quent page(s)		

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
-	ow contains the names and home addresses of all stockholders f the issued and outstanding stock of the undersigned. OR
I certify that no one stoo the undersigned.	ekholder owns 10% or more of the issued and outstanding stock of
Check the box that represent	ts the type of business organization:
Partnership	Corporation Sole Proprietorship
Limited Partnership	Limited Liability Corporation Limited Liability Partnership
Subchapter S Corporation	
Sign and notarize the form bel	low, and, if necessary, complete the stockholder list below.
Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this2	day of,(Affiant)
(Notary Public)	
My Commission expires:	(Print name & title of affiant)
_	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

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

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

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

EXHIBIT H

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 OMNIA Partners, Public Sector 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

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 ALTA, UT FILLMORE, UT ALTAMONT, UT FOUNTAIN GREEN, UT ALTON, UT FRANCIS, UT AMALGA, UT FRUIT HEIGHTS, 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 BALLARD, UT GOSHEN, UT BEAR RIVER CITY, UT GRANTSVILLE, UT BEAVER, UT GREEN RIVER, UT BICKNELL, UT GUNNISON, 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 HOWELL, UT CENTRAL VALLEY, 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 JOSEPH, UT COALVILLE, UT JUNCTION, UT CORINNE, 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 SALT LAKE CITY CORPORATION, UT MAPLETON, UT MARRIOTT-SLATERVILLE, UT SANDY, UT MARYSVALE, UT SANTA CLARA, UT MAYFIELD, UT SANTAQUIN, UT SARATOGA SPRINGS, UT MEADOW, UT MENDON, UT SCIPIO, UT MIDVALE CITY INC., UT SCOFIELD, UT SIGURD, UT MIDWAY, UT SMITHFIELD, UT MILFORD, 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 SOUTH WEBER, UT MONROE, 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 NEWTON, UT TABIONA, UT NIBLEY, UT CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT NORTH LOGAN, UT NORTH OGDEN, UT TOQUERVILLE, UT NORTH SALT LAKE CITY, UT TORREY, UT OAK CITY, UT TREMONTON CITY, UT OAKLEY, UT TRENTON, UT TROPIC, UT OGDEN CITY CORPORATION, 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 PARK CITY, UT WASHINGTON 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

PROVIDENCE, UT

RANDOLPH, UT

REDMOND, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

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

CLACKAMAS COUNTY, OR

CLACKAMAS COUNTY DEPT OF TRANSPORTATION,

OR

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

COOS COUNTY HIGHWAY DEPARTMENT, OR

COUNTY OF HAWAII, OR CROOK COUNTY, OR

CROOK COUNTY ROAD DEPARTMENT, OR

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

EAST BATON ROUGE PARISH, LA

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

HARNEY COUNTY SHERIFFS OFFICE, OR

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

JOSEPHINE COUNTY GOVERNMENT, OR

LAFAYETTE CONSOLIDATED GOVERNMENT, LA

LAFAYETTE PARISH, LA

LAFAYETTE PARISH CONVENTION & VISITORS

COMMISSION

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

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

MULTNOMAH COUNTY BUSINESS AND

COMMUNITY SERVICES, OR

MULTNOMAH COUNTY SHERIFFS OFFICE, OR

MULTNOMAH LAW LIBRARY, OR

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

RAPIDES PARISH, LA SAINT CHARLES PARISH, LA

SAINT CHARLES PARISH PUBLIC SCHOOLS, LA

SAINT LANDRY PARISH, LA SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA

TILLAMOOK COUNTY, OR

TILLAMOOK COUNTY SHERIFF'S OFFICE, OR TILLAMOOK COUNTY GENERAL HOSPITAL, OR

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

WHEELER COUNTY, OR YAMHILL COUNTY, OR COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT

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

COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT **AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR

COUNTY OF IRON, UT

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION

DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29,

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,

APPLEGATE VALLEY R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

BONANZA MEMORIAL PARK CEMETERY DISTRICT, ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT, OR ASH CREEK WATER CONTROL DISTRICT, OR BONANZA R.F.P.D., OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR BONANZA-LANGELL VALLEY VECTOR CONTROL AUMSVILLE R.F.P.D., OR DISTRICT, OR BORING WATER DISTRICT #24, OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR BOULDER CREEK RETREAT SPECIAL ROAD BADGER IMPROVEMENT DISTRICT, OR DISTRICT, OR BAILEY-SPENCER R.F.P.D., OR BRIDGE R.F.P.D., OR BAKER COUNTY LIBRARY DISTRICT, OR BROOKS COMMUNITY SERVICE DISTRICT, OR BROWNSVILLE R.F.P.D., OR BAKER R.F.P.D., OR BAKER RIVERTON ROAD DISTRICT, OR BUELL-RED PRAIRIE WATER DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BUNKER HILL R.F.P.D. #1, OR BAKER VALLEY S.W.C.D., OR BUNKER HILL SANITARY DISTRICT, OR BAKER VALLEY VECTOR CONTROL DISTRICT, OR BURLINGTON WATER DISTRICT, OR BANDON CRANBERRY WATER CONTROL DISTRICT, BURNT RIVER IRRIGATION DISTRICT, OR BURNT RIVER S.W.C.D., OR BANDON R.F.P.D., OR CALAPOOIA R.F.P.D., OR BANKS FIRE DISTRICT, OR CAMAS VALLEY R.F.P.D., OR BANKS FIRE DISTRICT #13, OR CAMELLIA PARK SANITARY DISTRICT, OR BAR L RANCH ROAD DISTRICT, OR CAMMANN ROAD DISTRICT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CAMP SHERMAN ROAD DISTRICT, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANBY AREA TRANSIT, OR BASIN TRANSIT SERVICE TRANSPORTATION CANBY R.F.P.D. #62, OR DISTRICT, OR CANBY UTILITY BOARD, OR BATON ROUGE WATER COMPANY CANNON BEACH R.F.P.D., OR BAY AREA HEALTH DISTRICT, OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR CAPE FERRELO R.F.P.D., OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR CAPE FOULWEATHER SANITARY DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CARMEL BEACH WATER DISTRICT, OR INC., OR CASCADE VIEW ESTATES TRACT 2, OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CEDAR CREST SPECIAL ROAD DISTRICT, OR BEAVER SPECIAL ROAD DISTRICT, OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR BEAVER WATER DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA DISTRICT, OR BEND METRO PARK AND RECREATION DISTRICT CENTRAL LINCOLN P.U.D., OR BENTON S.W.C.D., OR CENTRAL OREGON COAST FIRE & RESCUE BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR CENTRAL OREGON INTERGOVERNMENTAL DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR COUNCIL BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, CENTRAL OREGON IRRIGATION DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR LA BIG BEND IRRIGATION DISTRICT, OR CHARLESTON FIRE DISTRICT, OR BIGGS SERVICE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE CHARLOTTE ANN WATER DISTRICT, OR SERVICES, OR CHEHALEM PARK & RECREATION DISTRICT, OR BLACK BUTTE RANCH R.F.P.D., OR CHEHALEM PARK AND RECREATION DISTRICT BLACK MOUNTAIN WATER DISTRICT, OR CHEMULT R.F.P.D., OR CHENOWITH WATER P.U.D., OR BLODGETT-SUMMIT R.F.P.D., OR BLUE MOUNTAIN HOSPITAL DISTRICT, OR CHERRIOTS, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, BLUE RIVER PARK & RECREATION DISTRICT, OR BLUE RIVER WATER DISTRICT, OR CHILOQUIN VECTOR CONTROL DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR BLY R.F.P.D., OR BLY VECTOR CONTROL DISTRICT, OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLY WATER AND SANITARY DISTRICT, OR CHR DISTRICT IMPROVEMENT COMPANY, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, CHRISTMAS VALLEY DOMESTIC WATER DISTRICT. BOARDMAN PARK AND RECREATION DISTRICT CHRISTMAS VALLEY PARK & RECREATION BOARDMAN R.F.P.D., OR DISTRICT, OR BONANZA BIG SPRINGS PARK & RECREATION CHRISTMAS VALLEY R.F.P.D., OR DISTRICT, OR CITY OF BOGALUSA SCHOOL BOARD, LA CLACKAMAS COUNTY FIRE DISTRICT #1, OR

CLACKAMAS COUNTY VECTOR CONTROL SERVICE DISTRICT, OR DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR CLACKAMAS RIVER WATER CROOK COUNTY FIRE AND RESCUE, OR CLACKAMAS RIVER WATER, OR CROOK COUNTY PARKS & RECREATION DISTRICT, CLACKAMAS S.W.C.D., OR CROOK COUNTY S.W.C.D., OR CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR CLATSKANIE LIBRARY DISTRICT, OR CROOKED RIVER RANCH R.F.P.D., OR CLATSKANIE P.U.D., OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT. CLATSKANIE PARK & RECREATION DISTRICT, OR CLATSKANIE PEOPLE'S UTILITY DISTRICT CRYSTAL SPRINGS WATER DISTRICT, OR CLATSKANIE R.F.P.D., OR CURRY COUNTY 4-H & EXTENSION SERVICE CLATSOP CARE CENTER HEALTH DISTRICT, OR DISTRICT, OR CLATSOP COUNTY S.W.C.D., OR CURRY COUNTY PUBLIC TRANSIT SERVICE CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, DISTRICT, OR CURRY COUNTY S.W.C.D., OR INC., OR **CLEAN WATER SERVICES** CURRY HEALTH DISTRICT, OR CURRY PUBLIC LIBRARY DISTRICT, OR CLEAN WATER SERVICES, OR CLOVERDALE R.F.P.D., OR DALLAS CEMETERY DISTRICT #4, OR CLOVERDALE SANITARY DISTRICT, OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR CLOVERDALE WATER DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1, LA COALEDO DRAINAGE DISTRICT, OR DAYS CREEK R.F.P.D., OR COBURG FIRE DISTRICT, OR DAYTON FIRE DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR COLTON R.F.P.D., OR DEE IRRIGATION DISTRICT, OR COLTON WATER DISTRICT #11, OR DEER ISLAND DRAINAGE IMPROVEMENT COLUMBIA 911 COMMUNICATIONS DISTRICT, OR COMPANY, OR COLUMBIA COUNTY 4-H & EXTENSION SERVICE DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR DISTRICT, OR COLUMBIA DRAINAGE VECTOR CONTROL, OR DEPOE BAY R.F.P.D., OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR COLUMBIA R.F.P.D., OR DESCHUTES COUNTY R.F.P.D. #2, OR COLUMBIA RIVER FIRE & RESCUE, OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR COLUMBIA RIVER PUD, OR DESCHUTES S.W.C.D., OR DESCHUTES VALLEY WATER DISTRICT, OR COLUMBIA S.W.C.D., OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA S.W.C.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DEXTER R.F.P.D., OR RESERVATION DEXTER SANITARY DISTRICT, OR COOS COUNTY AIRPORT DISTRICT, OR DORA-SITKUM R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS COUNTY FIRE DISTRICT #2, OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DOUGLAS S.W.C.D., OR DRAKES CROSSING R.F.P.D., OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT. DRRH SPECIAL ROAD DISTRICT #6, OR DRY GULCH DITCH DISTRICT IMPROVEMENT COOS FOREST PROTECTIVE ASSOCIATION COMPANY, OR COOS S.W.C.D., OR DUFUR RECREATION DISTRICT, OR COQUILLE R.F.P.D., OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COQUILLE VALLEY HOSPITAL DISTRICT, OR DUNDEE R.F.P.D., OR CORBETT WATER DISTRICT, OR DURKEE COMMUNITY BUILDING PRESERVATION CORNELIUS R.F.P.D., OR DISTRICT, OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE POINT IRRIGATION DISTRICT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORVALLIS R.F.P.D., OR COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR DISTRICT, OR EAGLE VALLEY R.F.P.D., OR COUNTRY CLUB WATER DISTRICT, OR EAGLE VALLEY S.W.C.D., OR COUNTRY ESTATES ROAD DISTRICT, OR EAST FORK IRRIGATION DISTRICT, OR COVE CEMETERY MAINTENANCE DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COVE ORCHARD SEWER SERVICE DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COVE R.F.P.D., OR EAST UMATILLA CHEMICAL CONTROL DISTRICT. CRESCENT R.F.P.D., OR CRESCENT SANITARY DISTRICT, OR EAST UMATILLA COUNTY AMBULANCE AREA CRESCENT WATER SUPPLY AND IMPROVEMENT HEALTH DISTRICT, OR DISTRICT, OR EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR

CROOK COUNTY AGRICULTURE EXTENSION

CLACKAMAS COUNTY SERVICE DISTRICT #1, OR

ELGIN COMMUNITY PARKS & RECREATION GREENACRES R.F.P.D., OR DISTRICT, OR GREENBERRY IRRIGATION DISTRICT, OR ELGIN HEALTH DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR ELGIN R.F.P.D., OR HAHLEN ROAD SPECIAL DISTRICT, OR ELKTON ESTATES PHASE II SPECIAL ROAD HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR DISTRICT, OR ELKTON R.F.P.D., OR HALSEY-SHEDD R.F.P.D., OR EMERALD P.U.D., OR HAMLET R.F.P.D., OR ENTERPRISE IRRIGATION DISTRICT, OR HARBOR R.F.P.D., OR ESTACADA CEMETERY MAINTENANCE DISTRICT, HARBOR SANITARY DISTRICT, OR HARBOR WATER P.U.D., OR ESTACADA R.F.P.D. #69, OR HARNEY COUNTY HEALTH DISTRICT, OR EUGENE R.F.P.D. #1, OR HARNEY S.W.C.D., OR EUGENE WATER AND ELECTRIC BOARD HARPER SOUTH SIDE IRRIGATION DISTRICT, OR EVANS VALLEY FIRE DISTRICT #6, OR HARRISBURG FIRE AND RESCUE, OR HAUSER R.F.P.D., OR FAIR OAKS R.F.P.D., OR FAIRVIEW R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR FAIRVIEW WATER DISTRICT, OR HEBO JOINT WATER-SANITARY AUTHORITY, OR FALCON HEIGHTS WATER AND SEWER, OR HECETA WATER P.U.D., OR FALCON-COVE BEACH WATER DISTRICT, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR HELIX PARK & RECREATION DISTRICT, OR FARGO INTERCHANGE SERVICE DISTRICT, OR HELIX R.F.P.D. #7-411, OR FARMERS IRRIGATION DISTRICT, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR FAT ELK DRAINAGE DISTRICT, OR HEPPNER R.F.P.D., OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR FERN VALLEY ESTATES IMPROVEMENT DISTRICT, HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR FOR FAR ROAD DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR FOREST GROVE R.F.P.D., OR HERMISTON IRRIGATION DISTRICT, OR FOREST VIEW SPECIAL ROAD DISTRICT, OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FORT ROCK-SILVER LAKE S.W.C.D., OR DISTRICT, OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR GARDINER R.F.P.D., OR HONOLULU INTERNATIONAL AIRPORT GARDINER SANITARY DISTRICT, OR HOOD RIVER COUNTY LIBRARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR HOOD RIVER S.W.C.D., OR GATES R.F.P.D., OR GEARHART R.F.P.D., OR HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR HOODLAND FIRE DISTRICT #74 GLENDALE R.F.P.D., OR HOODLAND FIRE DISTRICT #74, OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR HORSEFLY IRRIGATION DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENWOOD WATER DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLIDE - IDLEYLD SANITARY DISTRICT, OR HUBBARD R.F.P.D., OR GLIDE R.F.P.D., OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GOLD BEACH - WEDDERBURN R.F.P.D., OR GOLD HILL IRRIGATION DISTRICT, OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLDFINCH ROAD DISTRICT, OR COMPANY, OR ICE FOUNTAIN WATER DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GOVERNMENT CAMP SANITARY DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR DISTRICT, OR GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRANT S.W.C.D., OR ILLINOIS VALLEY S.W.C.D., OR GRANTS PASS IRRIGATION DISTRICT, OR IMBLER R.F.P.D., OR GREATER BOWEN VALLEY R.F.P.D., OR INTERLACHEN WATER P.U.D., OR GREATER ST. HELENS PARK & RECREATION IONE LIBRARY DISTRICT, OR DISTRICT, OR IONE R.F.P.D. #6-604, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR IRONSIDE RURAL ROAD DISTRICT #5, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR IRRIGON PARK & RECREATION DISTRICT, OR GREEN SANITARY DISTRICT, OR IRRIGON R.F.P.D., OR

ISLAND CITY AREA SANITATION DISTRICT, OR KLAMATH FALLS FOREST ESTATES SPECIAL ROAD ISLAND CITY CEMETERY MAINTENANCE DISTRICT, DISTRICT UNIT #2. OR KLAMATH INTEROPERABILITY RADIO GROUP, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR KLAMATH IRRIGATION DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, JACKSON COUNTY FIRE DISTRICT #4, OR JACKSON COUNTY FIRE DISTRICT #5, OR KLAMATH S.W.C.D., OR JACKSON COUNTY LIBRARY DISTRICT, OR KLAMATH VECTOR CONTROL DISTRICT, OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR JACKSON S.W.C.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT, JASPER KNOLLS WATER DISTRICT, OR LA GRANDE R.F.P.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL LA PINE PARK & RECREATION DISTRICT, OR SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR LA PINE R.F.P.D., OR JEFFERSON COUNTY LIBRARY DISTRICT, OR LABISH VILLAGE SEWAGE & DRAINAGE, OR JEFFERSON COUNTY S.W.C.D., OR LACOMB IRRIGATION DISTRICT, OR JEFFERSON PARK & RECREATION DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA JEFFERSON R.F.P.D., OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH JOB'S DRAINAGE DISTRICT, OR REGION 3 JOHN DAY WATER DISTRICT, OR LAIDLAW WATER DISTRICT, OR JOHN DAY-CANYON CITY PARKS & RECREATION LAKE CHINOOK FIRE & RESCUE, OR DISTRICT, OR LAKE COUNTY 4-H & EXTENSION SERVICE JOHN DAY-FERNHILL R.F.P.D. #5-108, OR DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR JORDAN VALLEY CEMETERY DISTRICT, OR JORDAN VALLEY IRRIGATION DISTRICT, OR LAKE CREEK R.F.P.D. - JACKSON, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE LAKE DISTRICT HOSPITAL, OR LAKE GROVE R.F.P.D. NO. 57, OR DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR LAKE GROVE WATER DISTRICT, OR JUNCTION CITY R.F.P.D., OR LAKE LABISH WATER CONTROL DISTRICT, OR JUNCTION CITY WATER CONTROL DISTRICT, OR LAKE POINT SPECIAL ROAD DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT, OR LAKESIDE R.F.P.D. #4, OR JUNIPER CANYON WATER CONTROL DISTRICT, OR LAKESIDE WATER DISTRICT, OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, LAKEVIEW R.F.P.D., OR LAKEVIEW S.W.C.D., OR LAMONTAI IMPROVEMENT DISTRICT, OR JUNIPER FLAT R.F.P.D., OR JUNO NONPROFIT WATER IMPROVEMENT LANE FIRE AUTHORITY, OR DISTRICT, OR LANE LIBRARY DISTRICT, OR KEATING R.F.P.D., OR LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR KEATING S.W.C.D., OR KEIZER R.F.P.D., OR LANGLOIS PUBLIC LIBRARY, OR KELLOGG RURAL FIRE DISTRICT, OR LANGLOIS R.F.P.D., OR KENO IRRIGATION DISTRICT, OR LANGLOIS WATER DISTRICT, OR KENO PINES ROAD DISTRICT, OR LAZY RIVER SPECIAL ROAD DISTRICT, OR LEBANON AQUATIC DISTRICT, OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR LEBANON R.F.P.D., OR KERBY WATER DISTRICT, OR LEWIS & CLARK R.F.P.D., OR K-GB-LB WATER DISTRICT, OR LINCOLN COUNTY LIBRARY DISTRICT, OR KILCHIS WATER DISTRICT, OR LINCOLN S.W.C.D., OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, KLAMATH BASIN IMPROVEMENT DISTRICT, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, LINN S.W.C.D., OR LITTLE MUDDY CREEK WATER CONTROL, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR LONE PINE IRRIGATION DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #3. OR LONG PRAIRIE WATER DISTRICT, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #4, OR KLAMATH COUNTY FIRE DISTRICT #5, OR DISTRICT, OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT, LOOKINGGLASS RURAL FIRE DISTRICT, OR LORANE R.F.P.D., OR KLAMATH COUNTY PREDATORY ANIMAL LOST & BOULDER DITCH IMPROVEMENT DISTRICT, CONTROL DISTRICT, OR KLAMATH DRAINAGE DISTRICT, OR LOST CREEK PARK SPECIAL ROAD DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA

LOUISIANA WATER WORKS MID COUNTY CEMETERY MAINTENANCE DISTRICT, LOWELL R.F.P.D., OR LOWER MCKAY CREEK R.F.P.D., OR MID-COLUMBIA FIRE AND RESCUE, OR LOWER MCKAY CREEK WATER CONTROL MIDDLE FORK IRRIGATION DISTRICT, OR MIDLAND COMMUNITY PARK, OR DISTRICT, OR LOWER POWDER RIVER IRRIGATION DISTRICT. OR MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR LOWER UMPQUA HOSPITAL DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR LOWER UMPOUA PARK & RECREATION DISTRICT, MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT. LOWER VALLEY WATER IMPROVEMENT DISTRICT, MILLINGTON R.F.P.D. #5, OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., MILO VOLUNTEER FIRE DEPARTMENT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA LUSTED WATER DISTRICT, OR HEALTH DISTRICT, OR LYONS R.F.P.D., OR MILTON-FREEWATER WATER CONTROL DISTRICT, LYONS-MEHAMA WATER DISTRICT, OR MADRAS AQUATIC CENTER DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR MAKAI SPECIAL ROAD DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MALHEUR COUNTY S.W.C.D., OR MODOC POINT IRRIGATION DISTRICT, OR MALHEUR COUNTY VECTOR CONTROL DISTRICT, MODOC POINT SANITARY DISTRICT, OR OR MOHAWK VALLEY R.F.P.D., OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MOLALLA AQUATIC DISTRICT, OR MALHEUR DRAINAGE DISTRICT, OR MOLALLA R.F.P.D. #73, OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MONITOR R.F.P.D., OR MALIN COMMUNITY CEMETERY MAINTENANCE MONROE R.F.P.D., OR DISTRICT, OR MONUMENT CEMETERY MAINTENANCE DISTRICT, MALIN COMMUNITY PARK & RECREATION MONUMENT S.W.C.D., OR DISTRICT, OR MALIN IRRIGATION DISTRICT, OR MOOREA DRIVE SPECIAL ROAD DISTRICT, OR MALIN R.F.P.D., OR MORO R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR MORROW COUNTY HEALTH DISTRICT, OR MAPLETON WATER DISTRICT, OR MORROW COUNTY UNIFIED RECREATION MARCOLA WATER DISTRICT, OR DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE MORROW S.W.C.D., OR DISTRICT, OR MOSIER FIRE DISTRICT, OR MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR MARION COUNTY FIRE DISTRICT #1, OR MARION JACK IMPROVEMENT DISTRICT, OR MT. ANGEL R.F.P.D., OR MARION S.W.C.D., OR MT. HOOD IRRIGATION DISTRICT, OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR MT. VERNON R.F.P.D., OR MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR MULINO WATER DISTRICT #1, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MULTNOMAH COUNTY DRAINAGE DISTRICT #1. OR MULTNOMAH COUNTY R.F.P.D. #10, OR MCKAY DAM R.F.P.D. #7-410, OR MCKENZIE FIRE & RESCUE, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MCKENZIE PALISADES WATER SUPPLY MULTNOMAH EDUCATION SERVICE DISTRICT CORPORATION, OR MYRTLE CREEK R.F.P.D., OR MCMINNVILLE R.F.P.D., OR NEAH-KAH-NIE WATER DISTRICT, OR MCNULTY WATER P.U.D., OR NEDONNA R.F.P.D., OR MEADOWS DRAINAGE DISTRICT, OR NEHALEM BAY FIRE AND RESCUE, OR NEHALEM BAY HEALTH DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR MEDFORD R.F.P.D. #2, OR NEHALEM BAY WASTEWATER AGENCY, OR MEDFORD WATER COMMISSION NESIKA BEACH-OPHIR WATER DISTRICT, OR MEDICAL SPRINGS R.F.P.D., OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR MELHEUR COUNTY JAIL, OR NESKOWIN REGIONAL WATER DISTRICT, OR MERLIN COMMUNITY PARK DISTRICT, OR NESTUCCA R.F.P.D., OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR NETARTS WATER DISTRICT, OR MERRILL PARK DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR MERRILL R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR METRO REGIONAL GOVERNMENT NEW BRIDGE WATER SUPPLY DISTRICT, OR METRO REGIONAL PARKS NEW CARLTON FIRE DISTRICT, OR NEW ORLEANS REDEVELOPMENT AUTHORITY, LA METROPOLITAN EXPOSITION RECREATION COMMISSION NEW PINE CREEK R.F.P.D., OR METROPOLITAN SERVICE DISTRICT (METRO) NEWBERG R.F.P.D., OR NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR

PARKDALE SANITARY DISTRICT, OR NEWPORT R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #1, OR NEWT YOUNG DITCH DISTRICT IMPROVEMENT PENINSULA DRAINAGE DISTRICT #2, OR COMPANY, OR NORTH ALBANY R.F.P.D., OR PHILOMATH FIRE AND RESCUE, OR NORTH BAY R.F.P.D. #9, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT NORTH CLACKAMAS PARKS & RECREATION #5. OR DISTRICT, OR PILOT ROCK PARK & RECREATION DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR PILOT ROCK R.F.P.D., OR NORTH DOUGLAS COUNTY FIRE & EMS, OR PINE EAGLE HEALTH DISTRICT, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR PINE GROVE IRRIGATION DISTRICT, OR NORTH GILLIAM COUNTY HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, NORTH GILLIAM COUNTY R.F.P.D., OR NORTH LAKE HEALTH DISTRICT, OR PINE GROVE WATER DISTRICT-MAUPIN, OR NORTH LEBANON WATER CONTROL DISTRICT, OR PINE VALLEY CEMETERY DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR PINE VALLEY R.F.P.D., OR NORTH LINCOLN HEALTH DISTRICT, OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD NORTH MORROW VECTOR CONTROL DISTRICT, OR DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR NORTH UNIT IRRIGATION DISTRICT, OR PISTOL RIVER CEMETERY MAINTENANCE NORTHEAST OREGON HOUSING AUTHORITY, OR DISTRICT, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, PISTOL RIVER FIRE DISTRICT, OR PLEASANT HILL R.F.P.D., OR NORTHERN WASCO COUNTY P.U.D., OR PLEASANT HOME WATER DISTRICT, OR POCAHONTAS MINING AND IRRIGATION DISTRICT, NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR POE VALLEY IMPROVEMENT DISTRICT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR POE VALLEY PARK & RECREATION DISTRICT, OR POE VALLEY VECTOR CONTROL DISTRICT, OR NYSSA RURAL FIRE DISTRICT, OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR POLK COUNTY FIRE DISTRICT #1, OR OAK LODGE WATER SERVICES, OR POLK S.W.C.D., OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR OAKLAND R.F.P.D., OR OAKVILLE COMMUNITY CENTER, OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OCEANSIDE WATER DISTRICT, OR OCHOCO IRRIGATION DISTRICT, OR PORT OF ALSEA, OR OCHOCO WEST WATER AND SANITARY PORT OF ARLINGTON, OR AUTHORITY, OR PORT OF ASTORIA, OR ODELL SANITARY DISTRICT, OR PORT OF BANDON, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR PORT OF BRANDON, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR PORT OF BROOKINGS HARBOR, OR ONTARIO LIBRARY DISTRICT, OR PORT OF CASCADE LOCKS, OR ONTARIO R.F.P.D., OR PORT OF COQUILLE RIVER, OR OPHIR R.F.P.D., OR PORT OF GARIBALDI. OR OREGON COAST COMMUNITY ACTION PORT OF GOLD BEACH, OR OREGON HOUSING AND COMMUNITY SERVICES PORT OF HOOD RIVER, OR OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF MORGAN CITY, LA OREGON LEGISLATIVE ADMINISTRATION PORT OF MORROW, OR OREGON OUTBACK R.F.P.D., OR PORT OF NEHALEM, OR PORT OF NEWPORT, OR OREGON POINT, OR PORT OF PORT ORFORD, OR OREGON TRAIL LIBRARY DISTRICT, OR OTTER ROCK WATER DISTRICT, OR PORT OF PORTLAND, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF SIUSLAW, OR PORT OF ST. HELENS, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF THE DALLES, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF TILLAMOOK BAY, OR AUTHORITY, OR PORT OF TOLEDO, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF UMATILLA, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PORT OF UMPQUA, OR PALATINE HILL WATER DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PALMER CREEK WATER DISTRICT IMPROVEMENT DISTRICT, OR PORT ORFORD PUBLIC LIBRARY DISTRICT, OR COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PORT ORFORD R.F.P.D., OR PANTHER CREEK ROAD DISTRICT, OR PORTLAND DEVELOPMENT COMMISSION, OR PANTHER CREEK WATER DISTRICT, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR PARKDALE R.F.P.D., OR

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

SOUTH WASCO PARK & RECREATION DISTRICT, OR

SOUTHERN COOS HEALTH DISTRICT, OR TILLER R.F.P.D., OR SOUTHERN CURRY CEMETERY MAINTENANCE TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT, OR TOLEDO R.F.P.D., OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, TONE WATER DISTRICT, OR TOOLEY WATER DISTRICT, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR TRASK DRAINAGE DISTRICT, OR SOUTHWOOD PARK WATER DISTRICT, OR TRI CITY R.F.P.D. #4, OR SPECIAL ROAD DISTRICT #1, OR TRI-CITY WATER & SANITARY AUTHORITY, OR SPECIAL ROAD DISTRICT #8, OR TRI-COUNTY METROPOLITAN TRANSPORTATION SPRING RIVER SPECIAL ROAD DISTRICT, OR DISTRICT OF OREGON SPRINGFIELD UTILITY BOARD, OR TRIMET, OR TUALATIN HILLS PARK & RECREATION DISTRICT ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR TUALATIN HILLS PARK & RECREATION DISTRICT, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR TUALATIN S.W.C.D., OR STARWOOD SANITARY DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE STAYTON FIRE DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR SUBLIMITY FIRE DISTRICT, OR TUALATIN VALLEY IRRIGATION DISTRICT, OR SUBURBAN EAST SALEM WATER DISTRICT, OR TUALATIN VALLEY WATER DISTRICT SUBURBAN LIGHTING DISTRICT, OR TUALATIN VALLEY WATER DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT TUMALO IRRIGATION DISTRICT, OR COMPANY, OR TURNER FIRE DISTRICT, OR SUMMER LAKE IRRIGATION DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR TWO RIVERS S.W.C.D., OR DISTRICT, OR SUMNER R.F.P.D., OR TWO RIVERS SPECIAL ROAD DISTRICT, OR SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TYGH VALLEY R.F.P.D., OR SUNDOWN SANITATION DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1, OR SUNNYSIDE IRRIGATION DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT. UMATILLA HOSPITAL DISTRICT, OR UMATILLA R.F.P.D. #7-405, OR SUNSET EMPIRE TRANSPORTATION DISTRICT, OR UMATILLA-MORROW RADIO AND DATA DISTRICT, SURFLAND ROAD DISTRICT, OR SUTHERLIN VALLEY RECREATION DISTRICT, OR UMPQUA S.W.C.D., OR UNION CEMETERY MAINTENANCE DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR SWALLEY IRRIGATION DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, SWEET HOME CEMETERY MAINTENANCE DISTRICT, UNION COUNTY VECTOR CONTROL DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR UNION GAP SANITARY DISTRICT. OR SWISSHOME-DEADWOOD R.F.P.D., OR UNION GAP WATER DISTRICT, OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY, UNION HEALTH DISTRICT, OR UNION R.F.P.D., OR TALENT IRRIGATION DISTRICT, OR UNION S.W.C.D., OR TANGENT R.F.P.D., OR UNITY COMMUNITY PARK & RECREATION DISTRICT, OR TENMILE R.F.P.D., OR TERREBONNE DOMESTIC WATER DISTRICT, OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR THE DALLES IRRIGATION DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR THOMAS CREEK-WESTSIDE R.F.P.D., OR UPPER WILLAMETTE S.W.C.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR VALE OREGON IRRIGATION DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR TIGARD TUALATIN AQUATIC DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR TIGARD WATER DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, DISTRICT, OR VALLEY VIEW WATER DISTRICT, OR TILLAMOOK COUNTY EMERGENCY VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR COMMUNICATIONS DISTRICT, OR VERNONIA R.F.P.D., OR TILLAMOOK COUNTY S.W.C.D., OR VINEYARD MOUNTAIN PARK & RECREATION TILLAMOOK COUNTY TRANSPORTATION DISTRICT, DISTRICT, OR VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK FIRE DISTRICT, OR TILLAMOOK P.U.D., OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR

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

WOODS ROAD DISTRICT, OR

WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR
YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,
OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT CASCADES ACADEMY OF CENTRAL OREGON CENTENNIAL SCHOOL DISTRICT CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS DESCHUTES COUNTY SCHOOL DISTRICT NO.6 DOUGLAS EDUCATIONAL DISTRICT SERVICE **DUFUR SCHOOL DISTRICT NO.29** EAST BATON ROUGE PARISH SCHOOL DISTRICT ESTACADA SCHOOL DISTRICT NO.10B FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT GRANTS PASS SCHOOL DISTRICT 7 GREATER ALBANY PUBLIC SCHOOL DISTRICT GRESHAM BARLOW JOINT SCHOOL DISTRICT HEAD START OF LANE COUNTY HIGH DESERT EDUCATION SERVICE DISTRICT HILLSBORO SCHOOL DISTRICT HOOD RIVER COUNTY SCHOOL DISTRICT JACKSON CO SCHOOL DIST NO.9 JEFFERSON COUNTY SCHOOL DISTRICT 509-J JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT

LINN CO. SCHOOL DIST. 95C

LIVINGSTON PARISH SCHOOL DISTRICT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY LOST RIVER JR/SR HIGH SCHOOL (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT CBA CENTER, UT MARION COUNTY SCHOOL DISTRICT 103 CACHE SCHOOL DISTRICT, UT MARIST HIGH SCHOOL, OR CANYON RIM ACADEMY, UT MCMINNVILLE SCHOOL DISTRICT NOAO CANYONS DISTRICT, UT MEDFORD SCHOOL DISTRICT 549C CARBON SCHOOL DISTRICT, UT MITCH CHARTER SCHOOL CHANNING HALL, UT MONROE SCHOOL DISTRICT NO.1J CHARTER SCHOOL LEWIS ACADEMY, UT MORROW COUNTY SCHOOL DIST, OR CITY ACADEMY, UT MULTNOMAH EDUCATION SERVICE DISTRICT DAGGETT SCHOOL DISTRICT, UT MULTISENSORY LEARNING ACADEMY DAVINCI ACADEMY, UT MYRTLE PINT SCHOOL DISTRICT 41 DAVIS DISTRICT, UT NEAH-KAH-NIE DISTRICT NO.56 DUAL IMMERSION ACADEMY, UT NEWBERG PUBLIC SCHOOLS DUCHESNE SCHOOL DISTRICT, UT NESTUCCA VALLEY SCHOOL DISTRICT NO.101 EARLY LIGHT ACADEMY AT DAYBREAK, UT NOBEL LEARNING COMMUNITIES EAST HOLLYWOOD HIGH, UT NORTH BEND SCHOOL DISTRICT 13 EDITH BOWEN LABORATORY SCHOOL, UT NORTH CLACKAMAS SCHOOL DISTRICT EMERSON ALCOTT ACADEMY, UT NORTH DOUGLAS SCHOOL DISTRICT EMERY SCHOOL DISTRICT, UT NORTH WASCO CITY SCHOOL DISTRICT 21 ENTHEOS ACADEMY, UT NORTHWEST REGIONAL EDUCATION SERVICE EXCELSIOR ACADEMY, UT DISTRICT FAST FORWARD HIGH, UT ONTARIO MIDDLE SCHOOL FREEDOM ACADEMY, UT OREGON TRAIL SCHOOL DISTRICT NOA6 GARFIELD SCHOOL DISTRICT, UT ORLEANS PARISH SCHOOL DISTRICT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT PHOENIX-TALENT SCHOOL DISTRICT NOA GOOD FOUNDATION ACADEMY, UT PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY GRAND SCHOOL DISTRICT, UT PORTLAND PUBLIC SCHOOLS GRANITE DISTRICT, UT RAPIDES PARISH SCHOOL DISTRICT GUADALUPE SCHOOL, UT REDMOND SCHOOL DISTRICT HAWTHORN ACADEMY, UT REYNOLDS SCHOOL DISTRICT INTECH COLLEGIATE HIGH SCHOOL, UT ROGUE RIVER SCHOOL DISTRICT IRON SCHOOL DISTRICT, UT ROSEBURG PUBLIC SCHOOLS ITINERIS EARLY COLLEGE HIGH, UT SCAPPOOSE SCHOOL DISTRICT 1J JOHN HANCOCK CHARTER SCHOOL, UT SAINT TAMMANY PARISH SCHOOL BOARD, LA JORDAN DISTRICT, UT SEASIDE SCHOOL DISTRICT 10 JUAB SCHOOL DISTRICT, UT SHERWOOD SCHOOL DISTRICT 88J KANE SCHOOL DISTRICT, UT SILVER FALLS SCHOOL DISTRICT 4J KARL G MAESER PREPARATORY ACADEMY, UT SOUTH LANE SCHOOL DISTRICT 45J3 LAKEVIEW ACADEMY, UT SOUTHERN OREGON EDUCATION SERVICE LEGACY PREPARATORY ACADEMY, UT DISTRICT LIBERTY ACADEMY, UT SPRINGFIELD PUBLIC SCHOOLS LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 MARIA MONTESSORI ACADEMY, UT TERREBONNE PARISH SCHOOL DISTRICT MERIT COLLEGE PREPARATORY ACADEMY, UT THE CATLIN GABEL SCHOOL MILLARD SCHOOL DISTRICT, UT TIGARD-TUALATIN SCHOOL DISTRICT MOAB CHARTER SCHOOL, UT UMATILLA MORROW ESD MONTICELLO ACADEMY, UT WEST LINN WILSONVILLE SCHOOL DISTRICT MORGAN SCHOOL DISTRICT, UT WILLAMETTE EDUCATION SERVICE DISTRICT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT NAVIGATOR POINTE ACADEMY, UT ACADEMY FOR MATH ENGINEERING & SCIENCE NEBO SCHOOL DISTRICT, UT (AMES), UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE

ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS &

MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT

OGDEN SCHOOL DISTRICT, UT

OPEN CLASSROOM, UT

OPEN HIGH SCHOOL OF UTAH, UT

OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT

PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT

QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,

UT

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT

TUACAHN HIGH SCHOOL FOR THE PERFORMING

ARTS, UT

UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT

UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT

VISTA AT ENTRADA SCHOOL OF PERFORMING

ARTS AND TECHNOLOGY, UT

WALDEN SCHOOL OF LIBERAL ARTS, UT

WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT

WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY

BATON ROUGE COMMUNITY COLLEGE, LA BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE

CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY

KLAMATH COMMUNITY COLLEGE DISTRICT

LANE COMMUNITY COLLEGE LEWIS AND CLARK COLLEGE

LINFIELD COLLEGE

LINN-BENTON COMMUNITY COLLEGE

LOUISIANA COLLEGE, LA LOUISIANA STATE UNIVERSITY

LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

NORTHWEST CHRISTIAN COLLEGE

OREGON HEALTH AND SCIENCE UNIVERSITY

OREGON INSTITUTE OF TECHNOLOGY

OREGON STATE UNIVERSITY OREGON UNIVERSITY SYSTEM

PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY

REED COLLEGE

RESEARCH CORPORATION OF THE UNIVERSITY OF

HAWAII

ROGUE COMMUNITY COLLEGE

SOUTHEASTERN LOUISIANA UNIVERSITY SOUTHERN OREGON UNIVERSITY (OREGON

UNIVERSITY SYSTEM)

SOUTHWESTERN OREGON COMMUNITY COLLEGE

TULANE UNIVERSITY

TILLAMOOK BAY COMMUNITY COLLEGE

UMPQUA COMMUNITY COLLEGE

UNIVERSITY OF HAWAII BOARD OF REGENTS UNIVERSITY OF HAWAII-HONOLULU COMMUNITY

COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL

UNIVERSITY OF PORTLAND UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY

WESTERN STATES CHIROPRACTIC COLLEGE

WILLAMETTE UNIVERSITY XAVIER UNIVERSITY

UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT

SNOW COLLEGE, UT DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT SALT LAKE COMMUNITY COLLEGE, UT

UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE

BOARD OF MEDICAL EXAMINERS

HAWAII CHILD SUPPORT ENFORCEMENT AGENCY

HAWAII DEPARTMENT OF TRANSPORTATION HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER OREGON BOARD OF ARCHITECTS OREGON CHILD DEVELOPMENT COALITION OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION OREGON LOTTERY OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE OREGON TOURISM COMMISSION OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER SEIU LOCAL 503, OPEU SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF **HAWAII** STATE OF HAWAII STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT

ATTORNEY STATE OF UTAH



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www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC")
for

Cyber Security Solutions and Associated Products and Services

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

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

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

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

RECEIPT OF ADDENDUM NO.2 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC
Contact Person Jean Kim
Signature
Date 4/9/2020



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NOTICE TO OFFEROR

ADDENDUM NO. 3

Solicitation Number 20-08

Request for Proposal ("RFP") by

Region 4 Education Service Center ("ESC") for

Cyber Security Solutions and Associated Products and Services

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

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

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

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

RECEIPT OF ADDENDUM NO.3 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC
Contact Person Jean Kim
Signature ————————————————————————————————————
Date 6/11/2020



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NOTICE TO OFFEROR

ADDENDUM NO. 4

Solicitation Number 20-08

Request for Proposal ("RFP") by

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

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

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

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

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

2. Required Documents

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

RECEIPT OF ADDENDUM NO. 4 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC
Contact Person Jean Kim
Signature
Date 6/19/2020



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NOTICE TO OFFEROR

ADDENDUM NO. 5

Solicitation Number 20-08

Request for Proposal ("RFP") by

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

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

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

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

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

RECEIPT OF ADDENDUM NO. 5 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC

Contact Person Jean Kim

Signature 4/24/2020



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NOTICE TO OFFEROR

ADDENDUM NO. 6

Solicitation Number 20-08

Request for Proposal ("RFP") by

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

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

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

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

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

RECEIPT OF ADDENDUM NO. 6 ACKNOWLEDGEMENT

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

Company Name ThunderCat Technology, LLC
Contact Person Jean Kim
Signature
Date 5/19/2020

Tab 1a: Terms and Conditions Acceptance Form (Appendix B)

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

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

Check one of the following responses:

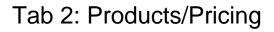
(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)
Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

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

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

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

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)



Omnia Cyber Contract OEMs

OEM	Discount
Alalyst Platform	
AttackIQ	
Bricata	
Broadcom	
Carbon Black	
Centrify	
CheckMarx	
Cisco	
CiscoDuo	
Cofense	
Cohesity	
Contrast	
CoreLight	
CrowdStrike	
CyberArk	
Dark Owl	
Demisto	
Digital Shadows	
Elastic	
Exabeam	
Exiger	
Extrahop	
F5	
Fidelis	
FireEye	
Flashpoint	
Forescout	
Fortify	
Gigamon	
Google	
Infoblox	
Interos	
Juniper	
KnowB4	
Lookout	
McAfee	
Microfocus	
OPSWAT	
Palo Alto	
Phantom	

Proofpoint	
PulseSecure	
Recorded Future	
RedHat	
RedSeal	
RSA	
Sayari	
SecureAuth	
ServiceNow	
solarwinds	
Splunk	
Swimlane	
Symantec	
Tanium	
Tenable	
Thales	
Thycotic	
Titus	
Trustwave	
Veaam	
Veritas	
Zerto	
zScaler	

Managed Security Services	Discount
SecureWorks	
Arctic Wolf	
Red Canary	
Trustwave	
FireEye	

Mission Critical Institute

Function	Category	Subcategory	Vendors
		ID.AM-1: Physical devices and systems within the organization are inventoried	
		ID.AM-2: Software platforms and applications within the organization are inventoried	
	Asset Management (ID.AM): The data, personnel, devices, systems, and facilities that enable the organization to achieve business purposes are identified and managed consistent with their relative importance to business objectives and the organization's risk strategy.	ID.AM-3: Organizational communication and data flows are mapped	C
		ID.AM-4: External information systems are catalogued	
		ID.AM-5: Resources (e.g., hardware, devices, data, and software) are prioritized based on their elassification, criticality, and business value	
		ID.AM-6: Cybersecurity roles and responsibilities for the entire workforce and third-party stakeholders (e.g., suppliers, customers, partners) are established	
		ID.BE-1: The organization's role in the supply chain is identified and communicated	
	Business Environment (ID.BE): The organization's	ID.BE-2: The organization's place in critical infrastructure and its industry sector is identified and communicated	
	mission, objectives, stakeholders, and activities are understood and prioritized; this information is used to inform eybersecurity roles, responsibilities, and risk management decisions.	ID.BE-3: Priorities for organizational mission, objectives, and activities are established and communicated	
		ID.HE-4: Dependencies and critical functions for delivery of critical services are established	
IDENTIFY (ID)		ID.BE-5: Resilience requirements to support delivery of entitieal services are established	
126.81111 (124)	Governance (ID.GV): The policies, procedures, and processes to manage and monitor the organization's regulatory, legal, risk, environmental, and operational requirements are understood and inform the management of cybersceurity risk.	ID.GV-1: Organizational information security policy is stablished	
		ID.GV-2: Information security roles & responsibilities are coordinated and aligned with internal roles and external partners	
		ID.GV-3: Legal and regulatory requirements regarding eybersecurity, including privacy and civil liberties obligations, are understood and managed	
		ID.GV-4: Governance and risk management processes address cybersecurity risks	
		ID.RA-1: Asset vulnerabilities are identified and documented	
		ID.RA-2: Threat and vulnerability information is teceived from information sharing forums and sources	
	Risk Assessment (ID.RA): The organization understands the cybersecurity risk to organizational operations (including mission, functions, image, or reputation), organizational assets, and individuals.	ID.RA-J: Threats, both internal and external, are identified and documented	
		ID.RA-4: Potential business impacts and likelihoods are identified	
		ID.RA-5: Threats, vulnerabilities, likelihoods, and impacts are used to determine risk	
10.00		ID.RA-6: Risk responses are identified and prioritized	
4 - 1		ID.RM-1: Risk management processes are established, managed, and agreed to by organizational stakeholders	
	Risk Management Strategy (ID.RM): The organization's priorities, constraints, risk foltrances, and assumptions are established and used to support operational risk decisions	ID.RM-2: Organizational risk tolerance is determined and clearly expressed	
		ID.RM-3 The organization's determination of risk tolerance is informed by its role in critical infrastructure and sector specific risk analysis	

	PR.AC-1: Identities and credentials are managed for authorized devices and users PR.AC-2: Physical access to assets is managed and protected	
Access Control (PR.AC): Access to assets and associated facilities is limited to authorized users, processes, or devices, and to authorized activities and transactions.	PR.AC-3: Remote access is managed	
	PR.AC-4: Access permissions are managed, incorporating the principles of least privilege and separation of duties	
	PR.AC-5: Network integrity is protected, incorporating network segregation where appropriate	
	PR.AT-1; All users are informed and trained	
	PR.AT-2: Privileged users understand roles & responsibilities	
Awareness and Training (PR.AT): The organization's personnel and partners are provided cybersecurity awareness education and are adequately trained to perform their information security-related duties and responsibilities consistent with related policies, procedures, and agreements.	PR.AT-3: Third-party stakeholders (e.g., suppliers, customers, partners) understand roles & responsibilities	
	PR.AT-4: Senior executives understand roles & responsibilities	
	PR.AT-5: Physical and information security personnel understand roles & responsibilities	
	PR.DS-1: Data-at-rest is protected	
	PR.DS-2: Data-in-transit is protected	
Data Security (PR.DS): Information and records (data) are managed consistent with the organization's	PR.DS-3: Assets are formally managed throughout removal, transfers, and disposition	
risk strategy to protect the confidentiality, integrity, and availability of information	PR.DS-4: Adequate capacity to ensure availability is maintained	

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	PR.DS-5: Protections against data leaks are implemented	
	PR.DS-6: Integrity checking mechanisms are used to verify software, firmware, and information integrity	
PROTECT (PR)	PR.DS-7: The development and testing environment(s) are separate from the production environment	
	PR.IP-1: A baseline configuration of information technology/industrial control systems is created and maintained	
	PR.IP-2: A System Development Life Cycle to manage systems is implemented	
	PR.IP-3: Configuration change control processes are in place	
	PR.IP-4: Backups of information are conducted, maintained, and tested periodically	
Information Protection Processes and Procedures (PR.IP): Security policies (that address purpose, scope, roles, responsibilities, management	PR.IP-5: Policy and regulations regarding the physical operating environment for organizational assets are met	
commitment, and coordination among organizational entities), processes, and procedures are maintained and used to manage protection of information systems and assets.	PR.IP-6: Data is destroyed according to policy	
	PR.IP-7: Protection processes are continuously improved	
	PR.IP-8: Effectiveness of protection technologies is shared with appropriate parties	
	PR.IP-9: Response plans (Incident Response and Business Continuity) and recovery plans (Incident Recovery and Disaster Recovery) are in place and managed	
	PR.IP-10: Response and recovery plans are tested	
1.300	PR.IP-11: Cybersecurity is included in human resources practices (e.g., deprovisioning, personnel screening)	
1-3/3	PR.IP-12: A vulnerability management plan is developed and implemented	
Maintenance (PR.MA): Maintenance and repairs of industrial control and information system	PR.MA-1: Maintenance and repair of organizational assets is performed and logged in a timely manner, with approved and controlled tools	
components is performed consistent with policies and procedures.	PR.MA-2: Remote maintenance of organizational assets is approved, logged, and performed in a manner that prevents unauthorized access	

J. Bara		*	
	Protective Technology (PR.PT): Technical security solutions are managed to ensure the security and resilience of systems and assets, consistent with related policies, procedures, and agreements.	PR.PT-1: Audit/log records are determined, documented, implemented, and reviewed in accordance with policy	
		PR.PT-2: Removable media is protected and its use restricted according to policy	
		PR.PT-3: Access to systems and assets is controlled, incorporating the principle of least functionality	
		PR.PT-4: Communications and control networks are protected	

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			DE.AE-1: A baseline of network operations and expected data flows for users and systems is established and managed	
		Anomalies and Events (DE.AE): Anomalous	DE.AE-2: Detected events are analyzed to understand attack targets and methods	
١		activity is detected in a timely manner and the potential impact of events is understood.	DE.AE-3: Event data are aggregated and correlated from multiple sources and sensors	
١			DE.AE-4: Impact of events is determined	
			DE.AE-5: Incident alert thresholds are established	
			DE.CM-1: The network is monitored to detect potential cybersecurity events	
			DE.CM-2: The physical environment is monitored to detect potential cybersecurity events	
			DE.CM-3: Personnel activity is monitored to detect potential cybersecurity events	
		Security Continuous Monitoring (DE.CM): The information system and assets are monitored at discrete intervals to identify cybersecurity events and verify the effectiveness of protective measures.	DE.CM-4: Malicious code is detected	
	DETECT (DE)		DE.CM-5: Unauthorized mobile code is detected	
			DE.CM-6: External service provider activity is monitored to detect potential cybersecurity events	
ı			DE.CM-7: Monitoring for unauthorized personnel, connections, devices, and software is performed	
			DE.CM-8: Vulnerability scans are performed	
		Detection Processes (DE.DP): Detection processes and procedures are maintained and tested to ensure timely and adequate awareness of anomalous events.	DE.DP-1: Roles and responsibilities for detection are well defined to ensure accountability	
			DE.DP-2: Detection activities comply with all applicable requirements	
			DE.DP-3: Detection processes are tested	
			DE.DP-4: Event detection information is communicated to appropriate parties	
			DE.DP-5: Detection processes are continuously improved	

	Response Planning (RS.RP): Response processes and procedures are executed and maintained, to ensure timely response to detected cybersecurity events.	RS,RP-1: Response plan is executed during or after an event		
	Communications (RS.CO): Response activities are coordinated with internal and external stakeholders, as appropriate, to include external support from law enforcement agencies.	RS.CO-1: Personnel know their roles and order of operations when a response is needed		
		RS.CO-2: Events are reported consistent with established criteria		
		RS.CO-3: Information is shared consistent with response plans		
		RS.CO-4: Coordination with stakeholders occurs consistent with response plans		
		RS.CO-5: Voluntary information sharing occurs with external stakeholders to achieve broader cybersecurity situational awareness		
	Analysis (RS.AN): Analysis is conducted to ensure adequate response and support recovery activities.	RS.AN-1: Notifications from detection systems are investigated		
		RS.AN-2: The impact of the incident is understood		
		RS.AN-3: Forensics are performed		
		RS.AN-4: Incidents are categorized consistent with response plans		
	Mitigation (RS.MI): Activities are performed to prevent expansion of an event, mitigate its effects, and eradicate the incident.	RS.MI-1: Incidents are contained		
		RS.MI-2: Incidents are mitigated		
		RS.MI-3: Newly identified vulnerabilities are mitigated or documented as accepted risks		
	Improvements (RS.IM): Organizational response activities are improved by incorporating lessons learned from current and previous detection/response activities.	RS.IM-1: Response plans incorporate lessons learned		
		RS.IM-2: Response strategies are updated		

RECOVER (RC)	Recovery Planning (RC.RP): Recovery processes and procedures are executed and maintained to ensure timely restoration of systems or assets affected by cybersecurity events.	RC.RP-1: Recovery plan is executed during or after an event	
	processes are improved by incorporating lessons learned into future activities.	RC.IM-1: Recovery plans incorporate lessons learned	
		RC.IM-2: Recovery strategies are updated	
	are coordinated with internal and external parties, such as coordinating centers, Internet Service Providers, owners of attacking systems, victims, other CSIRTs, and wenders	RC.CO-1: Public relations are managed	
		RC.CO-2: Reputation after an event is repaired	
		RC.CO-3: Recovery activities are communicated to internal stakeholders and executive and management teams	

Tab 3: Performance Capability

Omnia Cyber Contract OEMs

ОЕМ	Partner Link
Analyst Platform	https://analystplatform.com/
AttackIQ	https://attackig.com/
Bricata	https://bricata.com/
Carbon Black	https://www.carbonblack.com/
Centrify	https://www.centrify.com/
CheckMarx	https://www.checkmarx.com/
Cisco	https://www.cisco.com/
CiscoDuo	https://duo.com/partners/technology-partners/select-partners/cisco
Cofense	https://cofense.com/
Cohesity	https://www.cohesity.com/
Contrast	https://www.contrastsecurity.com/
CoreLight	https://www.corelight.com/
CrowdStrike	https://www.crowdstrike.com/
CyberArk	https://www.cyberark.com/
Dark Owl	https://www.darkowl.com/
Demisto	https://www.demisto.com/
Digital Shadows	https://www.digitalshadows.com/
Elastic	https://www.elastic.co/
Exabeam	https://www.exabeam.com/
Exiger	https://www.exiger.com/
ExtraHop	https://www.extrahop.com/
F5	https://www.f5.com/
Fidelis	https://www.fidelissecurity.com/
FireEye	https://www.fireeye.com/
Flashpoint	https://www.flashpoint-intel.com/
Forescout	https://www.forescout.com/
Fortify	https://www.microfocus.com/en-us/solutions/application-security
Google	https://cloud.google.com/solutions/security
Interos	https://www.interos.ai/
Juniper	https://www.juniper.net/us/en/
KnowBe4	https://www.knowbe4.com/
Lookout	https://www.lookout.com/
McAfee	https://www.mcafee.com/en-us/index.html
Micro Focus	https://www.microfocus.com/en-us/home
OPSWAT	https://www.opswat.com/
Palo Alto	https://www.paloaltonetworks.com/
Phantom	https://www.splunk.com/en_us/software/splunk-security-orchestration-and-automation.html
Proofpoint	https://www.proofpoint.com/us
PulseSecure	https://www.pulsesecure.net/
RedHat	https://www.redhat.com/en
RedSeal	https://www.redseal.net/
RSA	https://www.rsa.com/
Sayari	https://sayari.com/
SecureAuth	https://www.secureauth.com/
ServiceNow	https://www.servicenow.com/
solarwinds	https://www.solarwinds.com/
Splunk	https://www.splunk.com/
Swimlane	https://swimlane.com/
Symantec	https://securitycloud.symantec.com/cc/#/landing
Tanium	https://www.tanium.com/
Tenable	https://www.tenable.com/
Thycotic	https://thycotic.com/
Titus	https://titus.com/
Veaam	https://www.veeam.com/
Veritas	https://www.veritas.com/
Zerto	https://www.zerto.com/
·	

Managed Security Service Providers	Partner Link
SecureWorks	https://www.secureworks.com/
Arctic Wolf	https://arcticwolf.com/
Red Canary	https://redcanary.com/
Symantec	https://securitycloud.symantec.com/cc/#/landing

Tab 3a: OMNIA Partners Documents

Analyst Platform:

makes cyber analysts more efficient and more effective. Illuminate increases your understanding of cyber threats and Illuminate is commercially available software that solves fundamental issues within defensive cyber operations. The enable you to create effective rules to strengthen the defensive posture of your networks without having to replace Illuminate software automates tedious, time-consuming, repetitive activities, improves situational awareness, and your existing cybersecurity investments.

provide insights into trends and changes in adversarial activity over time. Modernizing information sharing, Illuminate what malware is used, what vulnerabilities are exploited, prescribe mitigation actions, validate actions occurred, and Illuminate automatically converts any ingested report regardless if it is structured or unstructured to STIX which can quickly identify actionable intelligence, understand what happened, who the targets are, who the threat actors are, implements machine-to-machine interactions and supports STIX and TAXII data exchange standards. Additionally, Illuminate provides significant cost savings through efficiency gains. Within a few clicks of the mouse anyone can share critical information with mission partners. Illuminate provides analysts with customizable dashboards that then be exported.

awareness of Indicators of Threat (IoT)/ Indicators of Compromise (IoC), and identify if the IoT/IoC is a new or known The proposed solution is to deploy Analyst Platform's Illuminate software as a commercially available and supported threat; detect IoT/IoCs; correlate ingested data, conduct analysis, and provide understanding of threat activity and impacts to the target/victim; and to enable effective mitigation and host cleanup, ensuring maximum information solution that exceeds the VA's technical and operational requirements. Illuminate will enable VA to maintain sharing and analysis assistance.

patterns in nation-state actors and trends in targeting. It can respond to knowledge of the latest malware, and work indicator by indicator in defensive or other tasks and assist the workflow needed by cyber analysts to see data in a existing on-network tools. Illuminate correlates the threat actors and malware families to indicators, and "pushes" the indicators and associated threat information into commercial SIEMs, commercial data platforms, and customsingle pane of glass. Its unique position and functional set make it ideal for large scale usage because it integrates The core technology of the solution, Illuminate, is designed and built to support the understanding of evolving with, not overtakes, existing systems and finds higher value for customers in sharing data bi-directionally with built analysis clusters to enrich the events with contextual threat information.

AttackIQ:

good cybersecurit y tools from operating properly. In this era of incredibly complex net working where everything is users will need to deploy agents. There are agents available for all forms of Windows and Mac OS systems, plus most flaws in exist ing defenses, but it will also find areas where misconfiguration s or installation mistakes are preventing main console, which is used to configure and deploy tests against protected assets as well as collecting those results, which works best for an environment, to discover areas where existing defenses unnecessarily overlap, or to identify users can choose from an existing library of 1,260 attack scenarios, all of which are highly configurable based on the environments, all attacks associated with a test have been defanged so they won 't cause any damage. AttacklQ can also be configured to interface with any netw <:>rk security information and event management system (SIEM). This so, the Python code they are written in can be edited directly . Users can additionally use the wizards to create their Pricing for AttacklQ is atiered subscription model based on the number of agents used. Once the agents are in place, a unique environment, AttacklQ can help ensure that the best defenses are in place and that they are operating at agents get to the correct assets. There are actually two types of agents: static and dynamic. The static agents install unique environment where they are deployed. AttacklQ is constantly expanding its scenario library. Each scenario can be modified using a very easy-to-use wizard that ensures proper deployment, or if users feel comfortable doing dynamic agents can be installed on systems for specific tests and then can be removed or moved to other systems. flavors of Linux. Deploying those agents involves a fairly simple wizard-supported process to ensure that the right deployments end up being about 80 percent static agents and 20 percent dynamic, according to AttacklQ officials. shortcomings in all other cybersecurity defenses. It can be used to pit various defenses against one another to see console either sits in the cloud or can be installed locally on premises if an organization wishes. In addition to the action. In that case,AttacklQ launches the scenario and then queries the SIEM to see if its specific attack behavior onto an asset and remain there forever. They are perfect for critical assets that always need to be protected. The One such use would be to periodically test non-critical assets, such as antivirus protections on endp oints. Most was reported at that time. Thereafter, the report from AttackIQ is identical to others. It shows whether an asset passed the test and why, and also what is to blame for any failures. Not only will AttacklQ identify weak spots or configured to operate from the inside, with the primary goal of identifying flaws, misconfigurations and outright bad configu rations that are preventing security tools from properly operating. The main AttacklQ management can be helpful if defenses are set to report potentially suspicious behavior to a SIEM instead of taking any direct In cybersecurity, AttackIQ was created to watch our watchers. It's a penetration testing tool, but one that is own scenarios with the existing toolset. And because AttackIQ is designed to run in working production maximum efficiency

ab930a8cfeec/attackiq cso product review 01 08 19.pdf?v=0312d7bc6c70b53fb1504aee3695177d7423579e Breeden, John. (2019). Review: AttacklQ watches the watchers. CSO: From IDG [online], 8 January 2019. https://d307wsvyo0odb1.cloudfront.net/media/filer_public/5c/3a/5c3a0f28-0924-4503-82d4-(Accessed 7 April 2020)

Bricata:

speed incident resolution by up to eight times by reliably detecting threats and providing the context necessary to get tightly integrated and self-managing system. Its automated detection, productive GUIs, and expert system workflows make it easy-to-use for novices, while granular control of its engines, access to rich network metadata and PCAPs, and true threat hunting capabilities give experts the power and control they demand. Bricata has been proven to visibility, full-spectrum threat detection, threat hunting and post-detection response capabilities in an intuitive, Bricata is the leader in comprehensive network protection. The Bricata solution provides unparalleled network to the truth quickly and act.

integration and configuration with other security systems while substantially reducing total cost of ownership. Bricata to the truth quickly and act. Our solution provides the performance and flexibility organizations require to adapt and awareness in real-time. Bricata can make incident response over 800% faster, providing the context necessary to get costs. If you can't see it, you can't protect it. Bricata's comprehensive threat protection provides organizations with single platform to improve ease-of-use, increase productivity, reduce time to containment, and minimize operating Cyber threats are complex and ever-evolving and require a range of detection and protection technologies to fully protect your network. Bricata seamlessly integrates a full range of advanced threat protection technologies onto a respond to ever-changing threats and adversary behaviors. Our commitment to open data exchange offers easy deep insight into network devices, applications, users, operating systems, files, and more, for full contextual lets you see everything that transpires on your network via high-fidelity metadata and SmartPCAP.

traffic analysis and intrusion detection and prevention systems. I look forward to continuing to work with the Bricata leadership team, strengthened partnerships, and earned industry analyst recognition for its innovation in network "In the last 12 months, the company has released a new version of its platform, added key new executives to its team as they further develop the state-of-the-art in network protection." John Becker - Executive Board Chair

Carbon Black:

Carbon Black has been a leader in endpoint security for years. We've created whole new categories and continue to pioneer others. Carbon Black offers more than an endpoint security and operations platform; it supports a robust today's threat landscape. Their collective knowledge is shared through active forum discussions, product tips and community made up of customers, partners, and industry experts that engage daily to collaborate and combat training, and curated watchlists and threat intel.

Over the years Carbon Black has become one of the endpoint partners of choice when it comes to integrating and developers shares and actively collaborates on their work, reducing the cost of any organization desiring a more sharing data with SOC automation, incident management, and IT operations solutions. Our vast community of automated, interconnected security stack.

understanding how to detect and prevent attacks that bypass traditional, file-centric, prevention strategies. They are The Carbon Black Threat Analysis Unit (TAU) is focused on the next wave of attacks. Their job is to keep you safe by focused on techniques that were once the domain of advanced hackers, and are now moving downstream into the commodity attack market.

transportation, and hospitality, as well as leaders across finance, manufacturing, retail, and government. With an eye on empowering every security team and protecting every endpoint, we stand true to our founding vision: To create a More than 5,600 global customers, including approximately one-third of the Fortune 100, trust Carbon Black to keep their organizations safe. Our diverse customer base includes Silicon Valley leaders in internet search, social media, world safe from cyberattacks.

Centrify:

As traditional network perimeters dissolve, organizations must discard the old model of "trust but verify" which relied For more than a decade, Centrify has been leading the way in redefining the Fabric of Privileged Access Management. on well-defined boundaries. Zero Trust mandates a "never trust, always verify, enforce least privilege" approach to privileged access, from inside or outside the network.

Organizations may consider approaching Privileged Access Management (PAM) by solely implementing password brokering of identities, multi-factor authentication enforcement and "just enough" privilege, all while securing vaults, leaving gaps that can easily be exploited. Centrify Zero Trust Privilege combines password vaulting with remote access and monitoring of all privileged sessions. Centrify is redefining the legacy approach to Privileged Access Management (PAM) by delivering cloud-ready Zero Trust Privilege to secure access to infrastructure, DevOps, cloud, containers, Big Data and other modern enterprise <u>use cases.</u>

minimizes the attack surface, improves audit and compliance visibility, and reduces risk, complexity and costs for the Centrify Zero Trust Privilege helps customers grant least privilege access based on verifying who is requesting access, the context of the request, and the risk of the access environment. By implementing least privilege access, Centrify modern, hybrid enterprise. Over half of the Fortune 100, the world's largest financial institutions, intelligence agencies, and critical infrastructure companies, all trust Centrify to stop the leading cause of breaches — privileged credential abuse.

Checkmarx:

The Checkmarx Software Security Platform provides a centralized foundation for operating your suite of software standard for secure application development, providing one powerful resource with industry-leading capabilities, Built to address every organization's needs, the Checkmarx Software Security Platform provides the full scope of options: including private cloud and on-premises solutions. Allowing a range of implementation options ensures customers can start securing their code immediately, rather than going through long processes of adapting their infrastructure to a single implementation method. The Checkmarx Software Security Platform transforms the security solutions for Static Application Security Testing (SAST), Interactive Application Security Testing (IAST), Software Composition Analysis (SCA), and application security training and skills development.

Checkmarx Static Application Security Testing (CxSAST)

security vulnerabilities and weaknesses in custom code; supporting over 22 coding and scripting languages and CxSAST is an enterprise-grade, flexible, and accurate static analysis solution capable of identifying hundreds of frameworks, with zero configuration necessary to scan any language.

Checkmarx Open Source Analysis (CxOSA)

CXOSA is a powerful software composition analysis solution focused on enabling development and security teams to mitigate security risks present in open source software and third-party libraries within their codebase. Users can identify and prioritize open source vulnerabilities, generate an inventory of open source components and dependencies in use, and evaluate the risk of open source license non-compliance.

Checkmarx Interactive Application Security Testing (CxIAST)

detection of vulnerabilities on running applications. CxIAST is the industry's first IAST solution that fully integrates CXIAST fills the critical software security gap by leveraging existing functional testing activities to automate the with a Static Application Security Testing solution and offers query language, allowing for greater vulnerability coverage and higher accuracy.

Checkmarx AppSec Awareness Solution (CxCodeBashing)

Checkmarx Codebashing cultivates a culture of software security that empowers developers to take security into their own hands and be comfortable doing so. Leverage just-in-time training to educate developers on specific challenges they are facing, without diverting them from accomplishing their main task – writing secure code quickly

Cisco:

constantly evolving, getting smarter and more sophisticated. What's the answer? Cisco is reimagining what's possible best-of-breed products on an integrated, open platform. With unrivaled threat intelligence and an industry-leading with Cisco SecureX, a cybersecurity platform that simplifies your security. As a leading security provider, protecting Security is a grind. You are working to build the future and battling to keep it secure. The demands are significant. 100 percent of the Fortune 100, no one is better equipped. We can help you cover your entire infrastructure with infrastructure is safe, and workloads are secured wherever they are running, 24/7. Meanwhile, cyber threats are You need a workforce protected anywhere, on any device--a digitized workplace where every part of your zero trust approach, Cisco helps you attain effective security to face tomorrow's evolving threats.

Cisco's range of security products includes:

Advanced Malware Protection
Cloud Security
Email Security
Endpoint Security
Multi-Factor Authentication
Next-Generation Firewalls
Network Visibility and Segmentation
Next-Generation Intrusion Prevention Systems
Security Management
Threat Reponse
VPM Security Clients
Web Security

Cisco Duo:

Duo and Cisco collaborate on range of use cases to bring strong user and device verification and mutual exchange of security context. The Duo-Cisco joint solution enables customers to deploy zero-trust security measures both inside and outside the corporate network.

Cisco Umbrella (previously OpenDNS) is a cloud security platform that provides the security at DNS layer. Umbrella maintain integrity of security infrastructure. Duo is integrated with Umbrella to provide strong user authentication, visibility. This integrated solution provides security admins the ability to enforce consistent user and device based Duo's integration with Cisco ASA VPN provides strong user authentication and device security hygiene check and dentifies malicious domains, IPs, detects anomalies and predicts emerging threats. It often provides first line of defence against the threats originating from internet and therefore protecting logins into Umbrella is critical to access policy for VPN access and thereby reduce risk for data breaches and meet compliance requirements. device security hygiene check and visibility thereby ensuring access to Umbrella is not compromised.

security policies to WebEx SSO logins. Duo layers strong authentication and a flexible policy engine on top of WebEx logins using the Security Assertion Markup Language (SAML) 2.0 authentication standard. Duo authenticates your Duo's integration with Cisco WebEx offers a variety of methods for adding two-factor authentication and flexible users using existing on-premises or cloud-based directory credentials and prompts for two-factor authentication before permitting access to WebEx.

The background of this partnership is Duo's support to Cisco itself:

Rolling out a new technology to 120,000 users globally can often take organizations multiple years. The Cisco IT team was determined to complete its Duo rollout in a much shorter period of time. The small project team consisted of two people, and they knew they had to be efficient and strategic in their approach.

The team took key steps to implement a robust program with Duo:

To not pull attention too far to one area, the team had two active workstreams: technical implementation and change management for users. They focused on communicating the importance of MFA and why they were rolling out Duo. Cisco also used it as an opportunity to reinforce the importance of security in people's personal lives and integrating MFA where possible into banking and other online accounts.

Duo replaced an existing MFA solution and the team was concerned users might get frustrated with the change and be slow to enroll. The team integrated it into the company's Office 365 rollout to present a compelling user

Pairing Duo with an easier way to access key work resources from any location positioned security as a user experience improvement and not a barrier. The team enabled robust self-service resources for enrollment and support - making the process painless for users.

Attributes can include screenlocks, operating system version, encryption status, whether it is corporate-owned or Evaluating device health to ensure every device attempting to access an application is secure and up-to-date.

Fully enabling secure BYOD by putting applicationspecific access controls and policies in place to grant access based on device health, type of device, location and sensitivity of the application. With Duo's help, the Cisco team implemented a rather large change in a short period of time. And because Duo was easy for end users to adopt, it created minimal burden on IT staff. Cisco achieved its goal of securing a diverse workforce and environment in a way that improved employee flexibility and productivity.

Enabled zero trust for the international workforce:

Every user, device and access attempt is continuously validated.

Employees and contractors worldwide have secure access to applications.

Employees have the flexibility to securely work from anywhere at any time to meet customer needs.

Implemented a security solution that was easy to administer and use:

An implementation team of two rolled out Duo to 120,000 users in less than six months.

70% of users enrolled with Duo within 48 hours of receiving an invitation.

Only 1% of users opened helpdesk tickets and needed support.

The implementation team received positive user feedback - users embrace Duo and appreciate the ease of use and security it provides.

As the largest security vendor on the planet, Cisco became a proving ground for their products:

Demonstrated how Duo can be rolled out at enterprise scale easily and quickly.

Ensure that the over 400,000 access devices being used are healthy and up to date.

Duo policies secure 5 million access attempts each month.

Create a zero-trust framework that goes beyond MFA:

Cisco protects 3,000 applications with Duo - ensuring the right users and devices can securely access the right

Duo notifies users if a device is at-risk and allows self-remediation.

Visibility into who and what is on the network gives the security team the speed and agility to respond quickly to

Duo's forward-looking features enable cutting-edge approaches to ever-evolving security challenges.

Cofense:

attacker dwell time (the time between compromise and detection) is 78 days. Cofense enables you to identify and security operations teams, giving them the visibility to neutralize threats faster. According to Mandiant, average bundled solutions equip your teams to find, report, respond to, and neutralize phishing threats by fusing human To stop rapidly evolving phishing attacks, you need more than a layered defense. You need the right layers. Our intelligence and advanced technology. When users act as human sensors, they supply valuable intelligence to mitigate active phishing attacks in less than 20 minutes.

Cofense tailors bundling configurations that take into account:

Awareness - Condition users to recognize phishing Detection - Enable SOC analysts to find 'bad' faster Defense - Understand abd neutralize real threats.

Cohesity:

Cohesity eliminates mass data fragmentation by providing a single web-scale data management platform to manage analytics. Cohesity tailors their products around three principles. The first is simplicity. They do this by controlling business SLAs with machine driven operational intelligence. Third is flexibility. They respond to evolving business data management workloads through a single UI with simple policies. The second principle is speed. They meet the vast majority of an organization's data—backups, file shares, object stores, and data used for dev/test and needs from core to edge to cloud.

With this in mind, Cohesity offers a portfolio of products:

Dara Protect: DataProtect delivers comprehensive data protection with policy-based management for all workloads, anywhere—virtual and physical, databases, NAS, cloud environments, and business-critical applications.

Data Platform: Designed with Google-like principles, DataPlatform is a web-scale solution that solves mass data fragmentation by consolidating workloads on a single software-defined platform. DataPlatform Cloud Edition: Extend data mobility across your data center and public clouds. DataPlatform Cloud Edition allows you to span a hybrid cloud environment to support your evolving data requirements.

Data Platform Virtual Edition: Bring the benefits of core data center protection and productivity workflows including backup, recovery, archiving, dev/test, and analytics—to remote and branch office locations. Helios: Monitor and manage your global environment in real time with this intelligent dashboard. Utilizing cutting edge algorithms, Helios proactively assesses IT needs and automates data management resources. Analytics Workbench: A data analytics solution available within DataPlatform, Analytics Workbench allows businesses to analyze and extract detailed information directly without migrating data to an application server.

Contrast:

on clairvoyance. Because Contrast technology works hand-in-glove with agile and DevOps teams, it transforms every defenders of the company, protectors of company data, and guardians of customers' personal information. Because that transforms application security by making software self-protecting. Intelligent Contrast agents are injected into fundamentally new way to protect a company from threats, giving our customers visibility and accuracy that verges critical vulnerabilities to hackers. Contrast solves this complex problem with a bold new secure technology platform Most companies build or buy software applications to run their business. Unfortunately, application code exposes the code, instrumenting applications with thousands of smart, agile sensors that detect and correct vulnerabilities we focus on the security of their apps, Contrast is an indispensable partner so our customers can focus on running before deployment, and protect the software applications in operation. No legacy security tool can protect every Because Contrast technology runs at the speed of business, it transforms everyone responsible for software into software application in a company's portfolio from a weak spot into a strong point to decisively repel attacks. application. But a tenacious army of intelligent Contrast sensors can. The Contrast technology platform is a their business.

Their portfolio of products are:

Contrast Assess: Contrast Assess is a revolutionary application security testing solution that infuses software with vulnerability assessment capabilities so that security flaws are automatically identified. Contrast OSS: Contrast OSS delivers automated open source risk management by embedding security and compliance checks in applications throughout the development process while performing continuous monitoring in production. Contrast is the only solution that can identify vulnerable components, determine if they are actually used by the application and prevent exploitation at runtime.

Contrast Protect: By being within the application itself, Contrast gives visibility into the application like never before and provides actionable and timely application layer threat intelligence across the entire application.

Contrast Security Agents: Java, .NET, NODE.JS, Ruby, Python

Contrast CE: Contrast CE is a free and full-strength application security platform that provides "always on" IAST, RASP, firewall, instead it works from inside the running application -- like an AppDynamics or NewRelic for security. This and SCA for Java applications, .NET Core (and .NET Framework coming soon), and APIs. Contrast isn't a scanner or approach is easier, faster, and more accurate than legacy AppSec tools.

Corelight:

Corelight helps defend some of the most risk-averse government agencies globally, safeguarding high-value assets transforms raw traffic into rich logs with Zeek / Bro. Combined with custom insights and extracted files, Corelight accelerates hunting and response and magnifies signal in your security analytics. Their three sets of products are with a master record of network everts. A foundational, data-driven security tool for leading SOCs, Corelight Sensor Appliances, Cloud Sensor and Virtual Sensor:

Sensor Appliances:

Corelight AP 3000 Sensor 25 Gbps+ monitored traffic*

1U rack mounted appliance

15 minute out-of-band deployment

Corelight AP 1001 Sensor

Up to 10 Gbps monitored traffic 1U rack mounted appliance

15 minute out-of-band deployment

Corelight AP 200 Sensor

Up to 2 Gbps monitored traffic

1U half-depth rack mounted appliance

15 minute out-of-band deployment

Cloud Sensor:

Deploys in AWS or Azure

Ingests traffic via native traffic mirrors (AWS only) or agent-based solutions

Rapid deployment

Corelight Virtual Sensor:

Requires VMware ESXi 6.0 or above or Hyper-V on Windows Server 2016

Up to 2 Gbps per instance

Capacity licensed (independent of instances)

15 minute out-of-band deployment

Crowdstrike:

called 'Falcon X.' Falcon OverWatch proactively searches for threats on our customers behalf. An elite team of **threat** The Crowdstrike difference is defined as: World-class Intelligence, 24/7 Threat Hunting and providing Fully Managed Service. By World-class Intelligence, Crowdstrike is referring to cloud data that is enriched with threat intelligence to hunters works 24/7 to catch what other solutions miss. Fully Managed Service goes by the name 'Falcon Complete.' This bridges resident experience gaps with a cost-effective way to address them. Experts will configure and operate provide a full picture of attacks and the context needed to pivot to a proactive security posture. That capability os while offering true remote remediation.

These products are cloud native, Al-powered and deploys a single agent that is fully operational on Day One.

founders and customers. Since then, the same team continues to introduce new products, define the market and lead leader and #1 vendor in the privileged access management space. st and most diverse customer community. It is used CyberArk is the undisputed leader in the Privileged Access Management market. Working with a market leader gives our customers the advantage of a proven leadership team, the industry's broadest global presence and the largest with innovations, proven methodologies and thoughtful customer service. CyberArk is known as the market share and most diverse customers. Privileged access management was born from the collaborative effort of CyberArk's by 5300+ customers in 90 countries with over 50% of the Fortune 500 and over 35% of the Global 2000.

CyberArk breaks down their offering into the following products:

CORE PRIVILEGED ACCESS SECURITY

remediate risky activities across on-premises, cloud and hybrid environments. Enable least privilege on both Windows Continuously discover and manage privileged accounts and credentials, record and monitor privileged sessions and and *NIX servers and detect and mitigate threats on domain controllers. The API-first approach enables full task automation and enhances functionality.

provisioning and visibility into one single SaaS solution for providing remote vendors secure access to the CyberArk VPNs, agents or passwords. Alero combines Zero Trust access, biometric multi-factor authentication, just-in-time Enable secure remote vendor access to the most sensitive IT assets managed by CyberArk, without the need for Core Privilege Access Security Solution.

APPLICATION ACCESS MANAGER

Control, manage and audit non-human privileged access for applications, including commercial off-the-shelf, in-house developed applications and applications developed using DevOps tools and methodologies -- across on premises, hybrid, cloud and containerized environments.

ENDPOINT PRIVILEGE MANAGER

Enforce least privilege, control applications, and prevent credential theft on Windows and Mac desktops and Windows servers to contain attacks and stop lateral movement.

CYBERARK PRIVILEGE CLOUD

underlying infrastructure. With CyberArk Privilege Cloud, organizations can empower security and IT operations to Satisfy fundamental privileged access security requirements by utilizing CyberArk's expertise to manage the focus on high-level tasks critical to the organization's security posture.

DarkOwl:

DarkOwl enables customers to search, monitor, and investigate content from current and historical darknet sites from the comfort of their browser. The four pillars of their approach are: Search, Streamline, Score and Monitor: Search the world's largest dataset of darknet content safely from your browser with DarkOwl Vision's User Interface, Use keywords, search pods, filters, and our own Lexicon reference tool to find what matters most. Integrate DarkOwl's data directly into your platform with our Vision API. Whether it is your own internal threat team enhancing their threat intelligence, or your customer-facing platform, our API makes our data easy to access in your native environment.

Score

Calculate the risk score of any organization based on the extent of their darknet footprint with all-new DARKINT Scores. For the cyber risk management industry, this is the data point you've been missing. Monitor Set up monitors on DarkOwl Vision and receive alerts if breached data appears on the darknet. Monitor your own organization's internal data, or your customer's personal information.

This is accomplished through four products:

Darknet data: Accessing the darknet directly requires you to download and utilize a number of specific technologies track of, making effective use of the darknet as part of your information security program a difficult challenge. With directory sites, as there is no search engine for the darknet itself. Darknet sites are unpredictable and hard to keep DarkOwl, users can browse, monitor, and search near real-time content from darknet pages - without having to go down within 48 hours. Threat intelligence teams spend copious amounts of time tracking down darknet pages via and precautionary tools (such as Tor and VPNs). Darknet sites are transient, with the average site coming up and onto darknets like Tor directly.

exposure, identify threats on darknet forums, monitor for leaked credentials, see inside authenticated chatrooms, Vision UI: The user can investigate threat actors, search for bitcoin wallets and addresses, assess darknet brand track vendors on marketplaces and access historical darknet accounts.

Vision API: Makes it easier to access darknet content without leaving current environment. DARKINT Scores calculate how exposed an organization is on the darknet.

Demisto:

hundreds of integrations on open-source. The release of Demisto v5.0 is packed with new features suggested to us by independent users are the reason we exist, and we're thrilled that you're a part of our journey. Demisto v5.0's new you, you, and even you there, throwing popcorn from the back row. Our community of customers, partners, and automated and process-oriented operations. In addition to playbooks, they offer thousands of automations and Demisto is a Palo Alto Networks Company that builds COPS (Collaborative Open Playbook Standard) for both features help:

Personalize case layouts with a reimagined user interface Gain indicator visibility with new threat intelligence capabilities Achieve horizontal scalability with database scaling

The Cortex XSOAR version offers:
Unlimited Automations
Unlimited Incident History
Unlimited Threat Intelligence Feeds
Native Threat Intel with AutoFocus
Full Enterprise Reports Package
24/7 Customer Support

The Community Edition version offers: 166 Daily Automation Commands Rolling 30-Day Incident History 5 Active Feeds/100 Indicators Per Feed Not Included Incident Closure Report Slack DFIR Community Single Tenant Onl

Digital Shadows:

Digital Shadows offers a product called SearchlightTM. SearchLight protects against external threats, continually remediation. Searchlight™ is defined as offering: Phishing Protection, Dark Web Monitoring, Account Takeover identifying where your assets are exposed, providing sufficient context to understand the risk, and options for Prevention, Threat Intelligence, Data Leakage Detection and Digital Footprint Monitoring.

The four areas where they excel are:

WIDER COVERAGE: The most comprehensive coverage across the open, deep, and dark web

DEEPER CONTEXT: Immediate context to enrich alerts and enable better decisionmaking faster

MORE RELEVANCY: By tailoring SearchLight from the outset, only relevant alerts affecting business and brand are

EXPERT SUPPORT: As a member of the team, they provide context, remediation options, and assistance with takedowns

Elastic:

installation and upgrade process. The new release streamlines automated threat detection with the launch of a new SIEM detection engine and a curated set of detection rules aligned to the MITRE ATT&CK™ knowledge base, brings performance improvements to Elasticsearch, makes supervised machine learning more turnkey with inference-oningest features, and deepens cloud observability and security with the launch of new data integrations. And that's The products in the Elastic Stack are designed to be used together and releases are synchronized to simplify the just a small slice of all that's new and exciting in this release.

The full stack consists of:

Beats 7.6

APM Server 7.6

Elasticsearch 7.6 Elasticsearch Hadoop 7.6

Kibana 7.6

Logstash 7.6

Exabeam:

The Exabeam Security Management Platform is a modern SIEM that helps security teams work smarter. Organizations can take advantage of its big data architecture, advanced analytics, and automation capabilities. Their SIEM is noted for four attributes:

Collect unlimited log data

can collect and quickly search all of your data sources in a central repository without making compromises due to lack The Exabeam security data lake combines a modern big data infrastructure and predictable user-based pricing so you of scalability or budget.

Detect and investigate complex and insider threat attacks

Exabeam's user and entity behavior analytics (UEBA) solution detects anomalous behavior and suspect lateral movements within your organization while machine-built timelines further reduce the time and specialization required to detect attacker tactics, techniques, and procedures.

Automate and orchestrate incident response

popular security solutions to automate response playbooks and replace manual, error prone processes to ensure Exabeam's incident response solution allows analysts of all levels to combine out-of-the-box integrations with timely, consistent results and improve response times.

Flexible deployment options

In addition to being deployed on-premises, the Exabeam Security Management Platform can be deployed on cloud infrastructure, as software-as-a-service or through a managed security service provider, to help CIOs and CISOs transition to the cloud.

Exiger:

corporations, and governmental agencies pursue their strategic goals with the confidence that regulatory change will complex problems confronting business today. The firm arms financial institutions and multinational corporations through the process of managing the worst-case scenario compliance challenges and implementing the programs not alter their course. In addition to its Monitorship work, Exiger guides a wide range of clients around the world with the practical expertise and tools they need to prevent breaches in compliance, respond to risk intelligence, Exiger was formed by a group of leading authorities on financial crimes compliance to solve some of the most remediate gaps and monitor ongoing business activities. Exiger helps financial institutions, multinational they need to prevent them in the future.

monitoring, ERP integration and population assessment. In addition they also staff Subject Matter Experts that can Their configuration for Due Diligence Investigation is called DDIQ. DDIQ is rolled into the Insight 3PM framework where its automated due diligence is coupled with Risk Assessments, Risk Modeling, Third-party segmentation, provide routine or surge support as the situation dictates.

ExtraHop:

approach analyzes all network interactions and applies cloud-scale machine learning for complete visibility, real-time availability of critical applications, or securing the investment in cloud, ExtraHop helps by detecting threats up to 95 detection, and intelligent response. Using this approach, they help the world's leading enterprises rise above the Extra Hop provides cloud-native network detection and response for the hybrid enterprise. Their breakthrough noise of alerts, organizational silos, and runaway technology. Whether it is investigating attacks, ensuring the percent faster and respond 60 percent more efficiently.

They do this through three products:
Reveal(X): Network Detection and Response
Reveal(X) Cloud: Detection and Response for AWS
Reveal(X) for IT Ops: Application and Network Performance
These three products define the type of solution sought:

SECURITY OPERATIONS
Threat Detection and Response
Secure Decryption
Enterprise loT Security
Hygiene and Compliance
CLOUD-NATIVE SECURITY
Security for AWS

Security for Azure
Security for Google Cloud Platform
Cloud Migration
NETWORK PERFORMANCE
Security & Availability for Remote Access

NOC/SOC Integration
Remote Site Visibility
Triage & Troubleshooting
APPLICATION ANALYTICS

Commercial Application Visibility
Customer Experience Monitoring

Application Upgrade & Cloud Migration

networking (ADN). F5 technologies focus on the delivery, security, performance, and availability of web applications, F5: F5 Networks, Inc. is a transnational company that specializes in application services and application delivery including the availability of computing, storage, and network resources.

APPLICATION SERVICES:

Traffic Management Infrastructure Security Automation, Management, and Visibility

DEPLOYMENT OPTIONS:

Cloud Services (aaS) Cloud Software Hardware Managed Services

NGINX APPLICATION PLATFORM

Their Service Portfolio includes:

Support Professional Services Training Certification Resources

Fidelis:

services are the solution of choice currently used worldwide. What makes Fidelis special is that it is outward looking from a vigilance perspective while at the same time meets industry-specific regulatory controls such as PCI, HIPPA, Fidelis Cybersecurity exceeds expectations because the cybersecurity products and their associated professional PHI, PII, and SOX to ensure that the enterprise is secure aand complaint.

Coupled with this baseline are a portfolio of products to choose from:

Fidelis Network: Detects threats and prevents data loss with Network Traffic Analysis Fidelis Endpoint: Speeds investigations with Endpoint Detection and Response Fidelis Deception: Reduces dwell time with dynamic Deception technology Fidelis ElevateTM: Detects, hunts and responds to threats

This portfolio addresses a number of solutions; Asset inventory Cloud security

Data Loss Prevention

Endpoint Detection and Response (EDR) **Email security**

Endpoint protection

Holistic visibility

Network traffic analysis

Managed Detection and Response (MDR) **Threat detection**

Office 365 Security

Threat Hunting

ncident Response

FireEye:

FireEye is an industry leader in security:

700+ frontline/intelligence experts

32 languages

23 countries

Over 2 decades of experience and more than 1 million hours per year on the frontlines of cyber attacks

380+ red team engagements per year and more than 60k hours

800+ incident response engagements per year

1 Million+ unique malware samples per day

They do this through a number of Enterprise Security platforms:

Helix Security Platform

Verodin Security Instrumentation

Network Security and Forensics

Endpoint Security

Detection On Demand Email Security

They also provide five types of services:

Assess

Transform

Defend

Respond

Train

Flashpoint:

requirements. From bolstering cyber and physical security, to detecting fraud and insider threats, Flashpoint partners with customers across the private and public sectors to help them rapidly identify threats and mitigate their most technology, advanced data collections, and human-powered analysis, Flashpoint tailors its offerings to customer Flashpoint is the globally trusted leader in risk intelligence for organizations that demand the fastest, most comprehensive coverage of threatening activity on the internet. Fueled by a combination of sophisticated critical security risks.

Products and Services include:

Intelligence Platform Compromised Credential Monitoring Threat Response & Readiness Flashpoint API They also have additional support packages, using talent that addresses:

Cyber threats
Corporate and physical security
Fraud
Insider threat
Vulnerability management

Forescout:

Forescout Technologies is the leader in device visibility and control. Our unified security platform enables enterprises orchestrate actions to reduce cyber and operational risk. Forescout products deploy quickly with agentless, real-time and government agencies to gain complete situational awareness of their extended enterprise environments and discovery and classification of every IP-connected device, as well as continuous posture assessment.

These products are: eyeSight, eyeSegment, eyeControl, eyeExtend, eyeManage, SilentDefense, CounterACT and ROI Calculator

Each platform addresses six areas:

Device Visibility: Continuously discovers, classifies and assesses every IP-connected device that touches the extended enterprise network to unify security management.

Device Compliance: Continuously assess devices, monitor them and enforce security policies to reduce compliance Asset Management: Automate inventories and maintains accurate asset details across IT and OT networks.

Network Access Control: Applies unified NAC policies across heterogeneous campus, data center, cloud and OT environments—with or without 802.1X.

Network Segmentation: Simplifies segmentation planning and automate ACL/VLAN assignment to reduce your attack

Incident Response: Automates threat detection, prioritization and containment to accelerate incident response and mitigate risks.

Fortify:

scale and cover the entire software development lifecycle. Their automated application security helps developers and Fortify offers end-to-end application security solutions with the flexibility of testing on-premises and on-demand to AppSec pros eliminate vulnerabilities and build secure software.

They do this through:

- 1) Finding vulnerabilities directly in the developer's IDE with real-time security analysis or save time with machine learning-powered auditing.
- 2) Assembling a team of experts who deliver optimization, results review, and false positive removal as part of their global 24/7 support. Choices are on-premises, as a service or hybrid.
- 3) CI/CD integration in order to make security scans a part of the build/release process. This enables full automation and workflow support. Defect management integrations provides transparent remediation for security issues.
 - 4) Automation and scaling: Expands with centralized scanning capabilities that support mature AppSec programs running 1000s of scans per day. Automates security in the CI/CD pipeline with the tools already in use.

Other available products are:

Fortify on Demand (FoD): Application Security as a Service (AppSEC SaaS)
Fortify Static Code Analyzer: Static Application Security Testing (SAST)
Fortify Webinspect: Dynamic Application Security Testing (DAST)
Fortify Application Defender: Runtime Application Self-Protection
Fortify Software Security Center: Integrates and automates application security testing

Google:

Their offering called Chronicle offers the following:

Security Analytics and operations Application security BeyondCorp Remote Access

They clarify the three as:

Analyze risks at the speed of search

Ingest, index, correlate, and use new telemetry, in seconds. Analyze massive amounts of historical security data to gain visibility and insights. With Chronicle, you can combine intelligence about threats both in the wild and inside your network to speed investigations.

Protect users with up-to-date intel

online. But protecting your users today also requires our constantly updated lists of unsafe web resources to identify Google Cloud's user protection technology is proven through Google's years of experience keeping people safe phishing and deceptive sites as well as sites that host malware or unwanted software.

Rely on Google's global infrastructure

Protect your users, data, and applications, using the same secure-by-design infrastructure, built-in protection, and global network that Google relies on.

Fully scalable security analytics

Built on core Google infrastructure, our security analytics solutions give you an elastic container for storing huge volumes of enterprise security telemetry.

Up-to-date intelligence

Our user protection services include data on more than a million unsafe URLs and stay current by examining billions of URLs each day.

Rapid deployment

Cloud-based security means new analytics and protection services can be spun up in hours or even minutes.

Interos:

complexity of global supply chains required finding a faster way to keep pace with the complex risk-influencing events chain maps, identifying risks and alerting businesses to areas that required attention. Keeping pace with the growing With a team of analysts, Interos researched and assessed individual suppliers, providing customers complete supply relationships, making it the world's largest company database. Using this technology coupled with natural language processing, and machine learning, Interos ingests over 85,000 information feeds, processing 250 million risk events per month. Interos instantly visualizes the most complex multi-tier, 3rd party relationships updating and alerting to technology and beginning development of an automated platform that would provide multi-tier, multi-factor risk scoring on a continuous basis. Today their knowledge graph contains and analyzes information on over 50 million that occur every day. In 2015 the company took a massive leap forward, embracing the power of emerging changes in risk along five factors-financial, geographic, compliance, cyber and strategic.

The offering provides:

information that matters most to you, fast. Risk factors include: Financial, Operations, Governance, Geographic and Sanction controls: This includes filtering suppliers by country, risk factor, industry and tier so you can get to the Graphs of ecosystems include: Networks, geographic concentration, radial and hierarchical

High Risk Outlier Protection: Machine Learning parses 85,000 data sources for a real-time view and customized alerts of your highest risk suppliers.

Risk Insights: Provides risk scores for an individual company across all 5 risk factors: ESG Concerns, Trade Compliance and Political Exposure.

Juniper:

These are further defined by a number of specific areas: 5G Networking, Automation, Data Center, Metro Fabric, Juniper follows three business model approaches: Enterprise, Cloud Provider and Service Provider. Remote Work, Security, Segment Routing and SD-WAN/SD-LAN.

Products:

Identity & Policy Control

Network Edge Services

Network Operating System

Packet Optical

Routers

SDN, Management & Operations

Security

Switches

Wired & Wireless Access

End of Life Management

Services:

Advisory

Implementation

Maintenance

Managed Services Onsite Technical Services Remote Operational Services

Testing as a Service

As an OEM, Juniper has one of the most comprehensive training and certification programs in the industry.

KnowBe4:

Awareness Computer-Based Training (CBT) market. This is the third consecutive year KnowBe4 has been recognized KnowBe4 is recognized by Gartner's as the highest and furthest overall in the 2019 Magic Quadrant for the Security as a Leader in this report. Led by legendary hacker Kevin Mitnick, their offerings fall into the following categories:

- 1) Kevin Mitnick Security Awareness Training
- 2) KnowBe4 Enterprise Security Awareness Training Program with modules dedicated to:

Credit Card Security

CEO Fraud

Common Threats

Passwords

Financial Institution Physical Security

GDPR (EU Data Rights)

GLBA Security Awareness Training (Financial Institutions)

Handling Sensitive Information

Mobile Device Security

PCI COmpliance Simplified

Ransomware for Hospitals

Safe Web Browsing

Social Engineering Red Flags

The Danger Zone (Responding to social engineering atacks)

Your Role, Internet Security and You

Email Spoofing

Lookout:

The Lookout Security Platform consists of:

Security Protections:

Mobile Threat Defense Phishing Protection Web Access Controls

Security & IT Operations:

Data Protection Integrations Mobile Vulnerability Management Mobile App Reputation Security Event Forensics

Intelligence:

Malware Analysis Threat Intelligence

Application Development:

In-App Protection

Their services cover:

million analyzed apps. Lookout reviews all dimensions of app risk including code construction, permissions, behavior, analysis by Lookout's elite mobile security research team, paired with app insights from Lookout's corpus of over 70 Lookout App Security Assessment - Lookout App Security Assessment offers a comprehensive, white-glove app malware, network traffic, vulnerabilities, and prevalence.

Lookout Threat Advisory - Lookout Threat Advisory provides cutting-edge mobile threat intelligence from Lookout's global sensor network of millions of mobile devices and insights from Lookout's top mobile security researchers. Customers get access to monthly threats reports and analyst inquiry calls, quarterly webcasts, and also get early access to novel Lookout threat research.

McAfee:

Products

Endpoint Security

Cloud Access Security Broker (CASB)

Endpoint Detection & Response

Data Loss Prevention

ePolicy Orchestrator

Mobile Security

SaaS Security Management

SIEM

Network Security Platform

Web Gateway

MVISION offering begs further clarification. MVision Cloud can provide complete visibility into an organization's SaaS, PaaS, and laaS usage. Discovered SaaS and PaaS services in-use are matched against the MVision Cloud Registry and Salesforce.com SaaS service usage would be discovered and categorized as CRM, while the force.com PaaS platform Of the featured solutions, Endpoint Protection is the most straightforward. The other two, Cloud Security and their reported accordingly in one of the 30+ service type categories or one of the 120+ sub-categories. For example, usage would be discovered separately and categorized as a Development service.

build their own bespoke cloud apps on laaS platforms. To address this and provide complete visibility into laaS usage, aaS services are handled a little differently as many public cloud service providers choose to host on laaS platforms. For example, Dropbox hosts its SaaS service on Amazon AWS. Also, many organizations may choose to migrate and MVision Cloud performs the following:

If the web request (Dst Host, URL or Dst IP) does not match an existing SaaS or PaaS service from the MVision Cloud If the Dst IP matches one of the 20+ known laaS providers, MVision Cloud initiates a TLS handshake session with the Registry, MVision Cloud attempts to match the Dst IP to one of 20+ known laaS providers destination service to retrieve the SSL certificate

The SSL certificate is examined and MVision Cloud attempts to match the customer's domain names against the certificate If a match is found, the service is automatically added to the MVision Cloud Registry as one of the customer's own custom apps and its usage is reported on accordingly Some of the 20+ laaS providers MVision Cloud tracks include but are not limited to: Amazon AWS, Microsoft Azure,

Micro Focus:

Micro Focus delivers on the promise of smart digital transformation. By delivering solutions that bridge the existing transforming from scratch. This helps make IT work harder and allows the organization to run and transform at the and the new, Micro Focus allows customers to sidestep the risky and time-consuming prospect of digitally same time.

Their portfoilio includes:

Application development, test, and delivery Analytics and big data COBOL

Information management and governance Collaboration solutions

Business continuity

T operations management

Mainframe

Security

Their support and services are primarily consultant-oriented around:

Analytics and Big Data

Cyber Security

DevOps

IT4IT Value Chain Consulting

Application Delivery Management

Mobile Application Lifecycle

Hybrid Cloud Management and Brokerage

Data Center Automation

Operations Management

Service Management

Global Product Authentication

OPSWAT:

OPSWAT solutions are based on a Zero Trust framework that applies <u>Deep Content Disarm and Reconstruction (CDR)</u> Certification program. For more than a decade, OPSWAT technology has been white labeled to power NAC, SDP, SSL OPSWAT Meta Access product line also integrates with leading SDP solutions such as Symantec Secure Access Cloud VPN, and secure device access for Cisco, Palo Alto Networks, Pulse Secure and other leading network vendors. The and others, providing critical infrastructure customers with easy-to-use secure cloud and network access. technology to scan and sanitize all files and ensures the integrity of devices via its <u>Access Control</u> These technologies would be used to execute:

Deep Content Disarm and Reconstruction (Deep CDR)

Multiscanning

File-Based Vulnerability Assessment

Proactive Data Loss Prevention (Proactive DLP)

Threat Intelligence Platform

Endpoint Compliance

Endpoint Vulnerability Assessment

Endpoint Malware Detection

Endpoint Application Removal

Data Protection

These solutions focus in areas related to:

Cross-Domain Solutions

Secure Device Access

Network Access Control

File Upload Security

Malware Analysis

Email Security

They also provide developer tools:

MetaDefender

CoreMetaDefenderCloud API

MetaAccess API

OESIS Framework SDK

Threat Intelligence Feed

They also provide training and an extensive resource depository.

Palo Alto:

orchestration. By delivering an integrated platform and empowering a growing ecosystem of partners, they are at the transforming the way people and organizations operate. Their mission is to be the cybersecurity partner of choice, Palo Alto Networks, the global cybersecurity leader, is shaping the cloud-centric future with technology that is continuous innovation that seizes the latest breakthroughs in artificial intelligence, analytics, automation, and protecting our digital way of life. They do this by helping address the world's greatest security challenges with orefront of protecting tens of thousands of organizations across clouds, networks, and mobile devices.

Their products are broken down into three categories:

Secure the Enterprise:

STRATA prevents attacks with the industry-leading network security suite, which enables organizations to embrace network transformation while consistently securing users, applications, and data, no matter where they reside. STRATA has three offerings: Next Generation Firewall, Security subscriptions and Panorama

Secure the Cloud:

Prisma Cloud offers the industry's broadest security and compliance coverage—for applications, data, and the entire cloud native technology stack—throughout the development lifecycle and across multi- and hybrid cloud environments. Prisma Cloud offers: Prisma Cloud, Prisma Access (SASE), Prisma SaaS and VM-Series

Secure the Future:

Cortex is the industry's most comprehensive product suite for security operations empowering enterprises with the best-in-class detection, investigation, automation and response capabilities. These products are: Cortex XDR, Cortex XSOAR, Cortex Data Lake and AutoFocus.

Phantom:

automation and response (SOAR) capabilities that allow analysts to improve efficiency and shorten incident response Phantom is a purpose-built, community-powered security automation, and orchestration platform. The company's times. Organizations are able to improve security and better manage risk by integrating teams, processes and tools together. With Phantom, security teams can automate tasks, orchestrate workflows and support a broad range of mission is to close the security gap by enabling enterprise security operations to be smarter, faster, and stronger. Having been acquired by Splunk (Noted in a spearate tab), Splunk Phantom provides security orchestration, SOC functions including event and case management, collaboration and reporting. They do this by:

Orchestrating Security Infrastructure Using Phantom Apps

Phantom's flexible app model supports hundreds of tools and thousands of unique APIs, enabling you to connect and coordinate complex workflows across your team and tools. Powerful abstraction allows you to focus on what you want to accomplish, while the platform translates that into tool-specific actions.

Automating Security Actions using Phantom Playbooks

devices — across your security infrastructure in seconds, versus hours or more if performed manually. Codify your Phantom enables you to work smarter by executing a series of actions — from detonating files to quarantining workflows into automated playbooks using our visual editor (no coding required) or the integrated Python development environment.

Collaborating and Responding to Security Incidents Fast

management to rapidly triage events in an automated, semi-automated, or manual fashion. Confirmed events can be aggregated and escalated to cases within Phantom, which enable effcient tracking and monitoring of case status and progress. Measure and report on all SecOps activity through the platform to provide human oversight and auditing Drive efficient communications across your team with integrated collaboration tools. Use Phantom event and case

Phantom on Mobile App

strengthen defenses—now from anywhere at anytime. No need to open your laptop. Orchestrate security operations from the palm of your hand. Respond faster than ever before, because it's reachable from anywhere. Run playbooks, Security orchestration, automation, and response from your mobile device. Work smarter, respond faster, and triage events, and collaborate with colleagues – all on-the-go.

Proofpoint:

email fraud. Their goals are to: Stop impostors from spoofing, Block the entire spectrum of email threats, including organization. Their approach is to stop email and cloud-based threats, including malware, credential phishing and Prrofpoint is a unique cybersecurity company in that their products and services focus on the human actor in an malware, phishing and email fraud and Resolve threats more quickly and effectively.

They offer:

- General security awareness training and targeted training for users most at risk
- Conducts phishing simulation based on real-world attack techniques
- Isolates users' personal web and email activity from the corporate network Ecosystem protection Secure the digital channels you don't own. Block impostor attacks and malicious content that use trusted and lookalike email and web domains, social media, the dark web, and more.
- Prevents email domain spoofing through DMARC authentication
- Identifies and take down lookalike websites and social media accounts
- Stop fraudulent email before it reaches users' inbox Information protection
- Protects most sensitive data and complies with ever-evolving regulations—without the headaches and costs of legacy data protection tools.

Proofpoint helps by:

- Collecting, archiving, supervising and managing protected data sent via email through transparent, automated encryption
- Understanding where your most sensitive data lives and manage it in a compliant, legally defensible manner
- Preventing data exposure and inappropriate access to data in cloud apps controlling who—and what apps—have

access to it

- Collecting, archiving, supervising and monitoring sensitive data in a compliant and legally defensible manner without the cost and hassle of traditional compliance tools.
- Meet regulatory, legal, and corporate compliance requirements quickly and accurately
- Manage the cost and complexity of staying in compliance at scale
- Get greater insight into archived data for greater control and decision-making power

Pulse Secure:

managers to easily check their organization's security status. Their portfolio of products are broken down as follows: Pulse One provides central policy management that enables secure access for all endpoints and mobile devices to corporate applications that may be located on-premise or in the cloud. The color coded dashboard allows IT

Pulse Access Suite

Zero Trust Access Overview

Pulse Access Suite Editions

Pulse One Manager

Pulse Secure Appliance

Software Defined Perimeter

SDP Overview

Pulse SDP

Secure Remote Access

VPN Overview

Pulse Connect Secure (VPN)

Pulse Cloud Secure

In Case of Emergency (ICE)

Secure Access Emergency Readiness

Network Visibility, NAC, IoT Security

NAC Overview

Pulse Profiler

Pulse Policy Secure (NAC)

Application Delivery Controller

Virtual ADC Overview

Virtual Traffic Manager

Virtual Services Director

Virtual Web Application Firewall

Unified Endpoint Management

Pulse Workspace

Pulse Client

Their support includes 24/7 assistance. The Gold Package is the norm while the Platinum package is for 250+ users.

RedHat:

For over 25 uears, RedHat has revolutionized the operating system with Red Hat® Enterprise Linux®. Now, they boast a broader portfolio, including hybrid cloud infrastructure, middleware, agile integration, cloud-native application development, and management and automation solutions. They segment their offerings around: Infrastructure, Integration, Cloud, App Development, Automation & Management.

They do this through:

Platforms:

Red Hat Enterprise Linux Red Hat JBoss Enterprise Application Platform

Red Hat OpenStack Platform

Red Hat Virtualization

Middleware:

Red Hat Runtimes

Red Hat Integration

Red Hat Process Automation

Red Hat Middleware Portfolio

Cloud computing:

Red Hat Cloud Suite

Red Hat Hyperconverged Infrastructure

Red Hat OpenShift

Red Hat OpenStack Platform

Red Hat Quay

Application development:

Red Hat CodeReady Studio

Red Hat CodeReady Workspaces

Red Hat JBoss Enterprise Application Platform

Red Hat OpenShift

Red Hat Middleware Portfolio

orage:

Red Hat OpenShift Container Storage Red Hat Ceph Storage Red Hat Hyperconverged Infrastructure

RedSeal:

what's on the network, how it's connected and the associated risks. The primary input for your network model comes accurate model of your network and how data can move through it. You can liken this to the roads on a map. RedSeal from configuration files RedSeal takes in from switches, routers, firewalls and load balancers. RedSeal integrates with RedSeal provides a cyber terrain analytics platform by which every organization can be confident that it understands sources. This network modeling is done without agents, span ports or taps and without being in line with production your public cloud and private cloud managers to include all your network environments in the network model. Then RedSeal's cyber terrain analytics platform imports host and vulnerability data from vulnerability scanners and other traffic or consuming net flow data. With this information, RedSeal uses its patented algorithms to calculate an can show you how (or if) data can move from any point to another with network modeling. Next, in network modeling, RedSeal overlays the host and endpoint information, along with identified vulnerabilities.

They target their offerings towards:

Compliance
Cyber Insurance
Executive Solutions
Incident Response
Vulnerability Management

They support customers through: Professional Services Customer Support Training

RSA:

solutions addresses critical risks that organizations across sectors are encountering as they weave digital technologies detection and response, identity and access management, and fraud prevention. RSA® Business-Driven Security™ RSA manages digital risk with a range of capabilities and expertise including integrated risk management, threat deeper into their businesses. Broken down into products and services, RSA offers:

Products:

Identity and Access Management
Integrated Risk Management
Omnichannel Fraud Prevention
Threat Detection and Response

Services:

Advisory and Assessment
Implementation and Optimization
Incident Response and Cyber Defense
Technical Support
Training

Sayari:

Sayari is a data provider and commercial intelligence platform, serving financial institutions, legal and advisory service providers, multinationals, journalists, and governments. Thousands of analysts and investigators in over 35 countries rely on their products to safely conduct cross-border trade, research front-page news stories, confidently enter new provenance back to primary source documents. This Graph can be delivered as a cloud application with an intuitive markets, and prevent financial crimes such as corruption and money laundering. To visualize the data, the 'Sayari relationships. This provides a complete picture of customers, vendors, and third-parties, while maintaining Graph' is the first purpose-built tool for navigating complex global corporate ownership and commercial user interface, REST API, data subscription, or on-premise.

If you are familiar with relationship graphs, these are possible when fed by:

Normalized Global Public Records Data: Their proprietary pipelines collect, extract, enrich, match, and analyze highvalue public information from over 150 countries.

Multilingual Search Across Jurisdictions & Attributes: Sayari Graph enables users to search records from around the world with the freedom to select specific data attributes or free text search.

Original Source Documentation Provided for Every Relationship & Attribute: Official public records are essential to understanding the ownership and control links tied to potential clients, vendors, or targets of an investigation. Navigate & Visualize Cross-Border Corporate Hierarchy, UBO & Subsidiary Structures: Sayari Graph enables users to quickly navigate complex, cross-border corporate structures with network visualizations powered by custom graphbased matching and entity resolution models, built on a foundation of investigative and regional domain expertise.

Data Refreshes & Timeline View of Corporate Entities: Sayari provides time-stamped copies of records after every data refresh cycle so users can rewind ownership history and assess historical changes.

SecureAuth:

enable user adoption and meet business demands by delivering a frictionless user experience that drives engagement secure access for everyone and everything that connects to their business. SecureAuth helps reduce threat surface, identities everywhere: hybrid, on-prem, and the cloud. With the SecureAuth® Identity Platform, organizations can and productivity. SecureAuth provides the most flexible and adaptable identity and access management solution SecureAuth, the secure identity company, is used by leading organizations to secure workforce and customer available to help you prevent identity-related breaches. They categorize their offerings as follows:

intelligent Identity Cloud: The SecureAuth Intelligent Identity Cloud delivers out of the box functionality that enables <u>DENTITY PLATFORM</u>: The SecureAuth Identity Platform provides the flexibility required to meet the security and usability requirements for your diverse population of identities — workforce and customer.

highly flexible and highly secure experiences for every identity, without the need for cumbersome implementations and integrations with third party services.

Adaptive Authentication: Adaptive authentication provides additional security without impacting usability. That's because risk checks automatically take place without users even being aware. Multi-factor authentication is only required if risks are detected.

authentication (MFA) step if risk is identified. Of the 617 million authentications processed last year, 90% did not Multi-Factor Authentication: Through the use of multiple risk checks, SecureAuth only forces a multi-factor require an MFA step.

<u>Single Sign-On</u>: Enterprise single sign-on (SSO) provides a seamless experience by enabling workforce and customer identities to provide credentials once and gain access to many applications and systems. Adaptive and multi-factor authentication ensure only the right users at the right time.

<u>User Self-Service</u> :Ensure users stay productive wherever they are by empowering users to self-service:

Password resets

Account lock-outs

Profile updates

Device enrollments

ServiceNow:

ServiceNow specializes in revolutionizing workflow improvement through IT. They do this through the following product offerings on a single, unified, digital platform:

IT Service Management

IT Operations Management

IT Business Management

IT Asset Management

DevOps

Security Operations

Governance, Risk, and Compliance

The goal of this platform is to:

Automate work for everyone: Empower anyone to automate, extend, and build digital workflow apps across the enterprise with a single, unified platform.

Deliver seamless experiences: Achieve new levels of user productivity and satisfaction with intuitive mobile experiences that are as easy to use as common consumer apps.

Connect your enterprise: Rapidly unite people and processes with intuitive, cross-enterprise integrations for

ServiceNow solutions and external services.

Work intelligently: Seamlessly embed AI and analytics in every app. Predict issues, make smarter business decisions, and help people get work done easier and faster.

Solarwinds:

Solarwinds is a leading provider of powerful and affordable IT infrastructure management software. Their products give organizations worldwide, regardless of type, size or IT infrastructure complexity, the power to monitor and manage the performance of their IT environments, whether on-premises, in the cloud, or in hybrid models. Products:

Network Management

Systems Management'

Database Management

Database Mana IT Security IT Service Management

Application Management

Managed Service Providers

Solutions:

IT Security Solutions

Enterprise Solutions

T Operations Solutions

Network Solutions

Database Management

T Service Desk Solutions

nfrastructure Management

T Help Desk

Application Performance Solutions

T Asset Solutions

TSM Solutions

TIL Solutions

Office 365 Solutions

Azure Cloud Solutions

Active Directory

Cisco Solutions

Employee Experience Solutions

Scalability Solutions

SolarWinds Orion Platform

SolarWinds Customer Success

MSP Solutions

Compliance Solutions

Splunk:

Their claim is that customers choose Splunk to: Act faster and accelerate innovation, Amplify the data's impact, and the ability to scale without the noted stress that goes with it. Part of their brand equity is the community they have improve the user experience, This culminates in robust Service, Support and Training packages that places them on grown around themselves. They also have a well-developed ecosystems of partners and developers to constantly par with the largest OEMs in the industry.

Their product configuration focuses on the following:

IT Operations: Predict and prevent problems with one unified monitoring experience. Moinitoring could be infrastructure monitoring, application monitoring as well as business and IT service monitoring.

by helping on-call teams quickly act on the most relevant and important events from Splunk ITSI. VictorOps integrates Event Management: Splunk uses AI powered by machine learning to reduce noise by clustering events. Their newest seamlessly with the tools you already use, enabling cross-team collaboration across web and mobile interfaces. After innovation is called VictorOps. VictorOps is a SaaS-based collaborative incident response system that connects alerts to the people that can solve them. Together, Splunk ITSI and VictorOps decrease downtime and reduce alert fatigue incident resolution, teams have all the data they need to conduct blameless post-incident reviews and improve their processes moving forward.

DevOps: For IT teams adopting DevOps, Splunk software helps improve velocity, quality and the business impact of app delivery. Unlike other solutions that focus on discrete release components, Splunk provides real-time insights across all stages of the delivery lifecycle.

Infrastructure Monitoring: Splunk App for Infrastructure (SAI) unifies and correlates logs and metrics, providing an integrated experience for monitoring, troubleshooting, and alerting. Help to prevent outages, ensure uptime and maintain performance. Predictive Analysis: Splunk ITSI uses machine learning to predict and prevent imminent outages up to help 30 minutes before so your team can prevent it from ever happening. Gain access to both a high-level view of service health and performance while also being able to dive deeper into investigations to find the root cause of a problem faster.

Swimlane:

manual processes and operational workflows and delivering powerful, consolidated analytics, real-time dashboards shortages. Swimlane is at the forefront of the growing market for security automation and orchestration solutions accelerate incident response. Swimlane offers a broad array of features aimed at helping organizations to address that automate and organize security processes in repeatable ways to get the most out of available resources and and reporting from across your security infrastructure, Swimlane maximizes the incident response capabilities of flexible security solutions to organizations struggling with alert fatigue, vendor proliferation and chronic staffing over-burdened and understaffed security operations. Swimlane was founded to deliver scalable, innovative and Swimlane is a leader in security orchestration, automation and response (SOAR). By automating time-intensive, both simple and complex security activities, from prioritizing alerts to remediating threats and improving performance across the entire operation.

combines automated data gathering, security automation, case management and analytics to provide organizations tasks with automated workflows. Manual incident response processes, insufficient workflows and difficulty hiring security personnel leave security operations teams struggling to keep up with the growing volume of alerts. SOAR automation, orchestration and response speeds up the incident response process by replacing repetitive, manual Swimlane's specialty is Security Orchestration, Automation and Response (SOAR). They do this through Security the ability to easily implement sophisticated defense-in-depth capabilities based on internal and external data Swimlane's SOAR platform helps organizations manage the growing volume of alerts more efficiently by automating platform with minimal effort and then automatically responds to alerts using automated workflows and playbooks. time-consuming incident response processes. The solution collects security alert data from virtually any security

To augment their SOAR offering, Swimlane has an support, service, training and certification infrastructure built around the product.

Symantec:

Syymantec has been a leader in IT security for some time. Now a division of Broadcom (

they have three product categories:

Endpoint Security: For prevention, detection, and response using advanced, multi-layered defenses for all devices and approach is to prevent attacks, reduce attack surface, prevent breaches, remediate and respond to advanced threats. operating systems - now cloud delivered with an intelligent, Al-driven security console and a single agent. Their

Information Security: Safeguards the most confidential data through secure access and keeps employees productive, wherever they are. They do this through data protection, SaaS and corporate assets protection, storage protection, authentication, compliance and monitoring hybrid cloud workload infrastructure.

Web Security: Stops inbound and outbound threats targeting end users, information, and key infrastructure.

Tanium:

Tanium offers a unified endpoint management offering whose security platform closes IT gaps. Tanium provides two solution packages: Unified Endpoint Management and Unified Endpoint Security. This approach reduces complexity, improves efficiency and closes the gaps between operations and security.

UNIFIED ENDPOINT MANAGEMENT (UEM)

Asset Discovery and Inventory

Patch Management

Software Management

Configuration Management

Performance Monitoring

JNIFIED ENDPOINT SECURITY (UES)

Asset Discovery and Inventory

Data Risk and Privacy

Endpoint Detection and Response

Vulnerability and Configuration Management

The Tanium Platform is broken down into the following products:

IT Operations:

Fanium Asset: Hardware and software inventory and usage tracking.

Tanium Deploy: Operating system and application installation, update and removal.

Tanium Discover: Unmanaged hardware and software discovery

Tanium Map: Application component, dependency and relationship mapping.

Tanium Patch: Operating system and application patch management.

Tanium Performance: End user experience management.

Risk and Security:

Tanium Comply: Vulnerability management and configuration compliance.

Tanium Integrity Monitor: Operating system, application and log file monitoring for compliance.

Tanium Protect: Native operating system security controls management.

Tanium Reveal: Sensitive data discovery and management.

Tenable:

Started with Tenable.io, the world's first Cyber Exposure platform. Teanble's goal is to arm Security with the visibility Board of Directors with the insight to focus on the issues which matter most and make better strategic decisions. to see their entire cyber attack surface at all times (from IT to Cloud to IoT to OT) and arms the CISO, C-suite and

Their list of products are as follows:

tenable.io: Accurately identify, investigate and prioritize vulnerabilities. Tenable.io® Container Security seamlessly required by PCI 11.2.2. Tenable.io® Web Application Scanning safely, accurately and automatically scans your web vulnerabilities, malware and policy violations – through integration with the build process. Managed in the Cloud. Tenable's PCI ASV solution, a Tenable io workbench, leverages Tenable io Vulnerability Management scanning to streamline the ASV process, including running scans, resolving disputes and preparing compliant scan reports as and securely enables DevOps processes by providing visibility into the security of container images - including applications, providing deep visibility into vulnerabilities and valuable context to prioritize remediation.

tenable.sc: Same as io above but managed On-Prem

Cyber Exposure. Lumin transforms vulnerability data into meaningful insights to help manage cyber risk across the Tenable Lumin: Provides advanced visualization, analytics and measurement solution, to understand and reduce entire organization. Nessus: A variety of tools that explores vulnerability. This was the beginning product of all that followed. Nessus was built from the ground-up with a deep understanding of how security practitioners work. Every feature in Nessus is designed to make vulnerability assessment simple, easy and intuitive. The result: less time and effort to assess, prioritize, and remediate issues.

tenable.ot: IT and OT infrastructures are rapidly converging. The days of air-gapped systems are gone. Industrial and As these environments converge and expand, the attack surface and attack vectors do, too. That means potential critical infrastructure organizations are adopting loT devices at an unprecedented rate. blind spots across converged IT/OT infrastructure that leads to unacceptable risk.

Thycotic:

Their specialty is Privileged Access Management (PAM).

Their categories of products encompassing Privileged Access and Password Management are:

Secret Server

Account Lifecycle Manager

Privileged Behavior Analytics

Password Reset Server

DevOps Secrets Vault

Connection Manage

For Least Privilege and Application Control, they offer:

Privilege Manager

Unix Protection

Their services are broken down into:

Secret Server Packages

Privilege Manager Packages

Custom Services

Partner with our professional services team or one of our partners

Professional Services Support Packages Overview

Their training is primarily an E-Learning Center offered remotely. These courses are designed to boost the skills of IT administrators, systems administrators, and security professionals responsible for using and maintaining Secret Server, Privileged Behavior Analytics and Privilege Manager. Coureware involves:

The Basics – How to configure groups, roles, permissions, folders, dashboards, and everything else you need to get

Access & Approval Workflows - Configure access to privileged accounts with best practice protections.

Automatic Password Changing & Discovery – Learn how Secret Server can automate your privileged account security to meet compliance and protect your organization against backdoor accounts.

Advanced Reporting, Monitoring, & Alerts - See how you can use out of the box monitoring, or customize to meet your security & compliance policies.

Technology Integrations – Find out how you can add security and automation to vulnerability scanning, SIEM

Titus

and protection needs. The company's products enable organizations to discover, classify, protect, analyze and share some of the largest financial institutions, manufacturing companies, Government and militaries across the G-7 and Titus is a global leader in delivering solutions that helps organizations meet their data identification, classification, information. Used in over 120 countries, customers trust Titus to keep their data compliant and secure, including Australia as well as Fortune 2000 companies.

Designed to take the complexity out of data management and becoming cumbersome on productuvuty, Titus configures their suite into the following: Titus Classification Suite: Data classification is the foundation of data security. Add rich context to on-prem and cloud data with the leading data classification solution.

Titus Illuminate: Scan and analyze unstructured data at rest and apply appropriate identification attributes to help you understand what sensitive data is stored in your systems. Titus Accelerator: Powered by Machine Learning, Titus Accelerator detects personally identifiable information (PII) at creation in email and files and prevent inadvertent disclosures.

Veeam:

modernizing backup, accelerating hybrid cloud and securing your data. They prode themselves on solutions that are simple to Veeam® is the leader in backup solutions that deliver Cloud Data Management™. Veeam provides a single platform for install and run yet flexible enough to fit into any environment.

For Public Sector clients, they offer:

Veeam Availability Suite: Veeam® Availability Suite™ is Veeam's flagship solution that makes data management simple, flexible and reliable. It combines the industry-leading backup, restore and replication capabilities of Veeam Backup & Replication™ with the advanced monitoring and analytics of Veeam ONETM.

workloads. Through a simple-by-design management console, you can easily achieve fast, flexible and reliable backup, recovery Veeam Backup & Replication: Veeam Backup & Replication delivers Availability for ALL your cloud, virtual and physical and replication for all your applications and data.

Replication. It provides a comprehensive backup and recovery solution for Windows-based servers, workstations, and cloud Veeam Agent for Microsoft Windows: Veeam Agent for Microsoft Windows is a key component of Veeam Backup &

virtual and physical environments including proactive alerts, capacity planning and chargeback, and Intelligent automation and Veeam Agent for Linux: Veeam Agent for Linux, part of Veeam Backup & Replication, is a comprehensive backup and recovery solution for Linux-based workstations, cloud instances, and servers, that helps organizations protect diverse environments. Veeam ONE: <u>Veeam ONE</u>, part of Veeam Availability Suite, provides comprehensive monitoring and analytics for backup, diagnostics.

Veeam Backup for Nutanix AHV: Get Availability for all applications and data hosted on the Nutanix Acropolis Hypervisor (AHV), Veeam Backup for AWS: Get AWS-native backup that's cost-effective and secure. Easily recover from any cloud data loss offering a highly available, hyper-converged infrastructure solution that delivers resilient scale-out capability.

scenario – whether due to outages, accidental deletion, malware and more – in minutes

Veeam Agents for IBM AIX and Oracle Solaris: Veeam Agents for IBM AIX and Oracle Solaris offer a single, comprehensive data protection platform to protect all data, applications and systems that exist in enterprise environments.

Veeam Availability Orchestrator: Veeam Availability Orchestrator delivers a recovery orchestration engine for replicas and backups, purpose-built for today's DR needs. Plan, prove and execute your DR strategy in as little as one-click

Online, SharePoint Online and OneDrive for Business, with the ability to store it anywhere — on premises or in cloud object Veeam Backup for Office 365: Eliminate the risk of losing access and control over your Office 365 data, including Exchange

Veeam Management pack for System Center: Veeam Management Pack[™] (MP) for System Center is the most comprehensive and intuitive System Center extension for app-to-metal management of VMware vSphere, Microsoft Hyper-V and Veeam Backup & Replication.

Veritas:

Veritas specializes in a number of areas such as Ransomware, Software-Defined Storage, Workload Management and Cloud environments. What makes them unique is that their solutions focus on information, not infrastructure. Their comprehensive approach to multi-cloud data management provides protection, availability and insight everywhere the client's information travels. These solutions include:

Multi-Cloud>

GDPR,

Data Visibility

Data Protection

Data and Workload Portability

Storage Optimization

Business Continuity

Digital Compliance

Bital Collipiia

Healthcare

Government

Education

Their products are broken down into three areas:

Availability: InfoScale, Resiliency Platform

Protection: NetBackup, NetBackup Appliances, Backup Exec, CloudPoint, SaaS Backup, Desktop and Laptop

Option, Access, Access Appliance, Flex Appliance, System Recovery, Predictive Insights

Insights: APTARE IT Analytics, Information Studio, Enterprise Vault, Enterprise Vault.cloud, eDiscovery Platform,

Data Insight

Zerto:

A world of uninterrupted technology is a world where organizations across all industries can thrive without downtime or disruptions for their customers. From 24/7 continuous patient care in hospitals, to interruption-free airline travel, converged disaster recovery and backup platform that enables digital transformation, reduces downtime and data loss, and helps businesses move workloads seamlessly across clouds or datacenters. With Zerto, a world of truly resilience. Zerto helps our 7000+ customers realize this vision though our IT Resilience Platform™, an all-in-one to keeping ecommerce systems running without a hitch, the path to this always-available world starts with IT uninterrupted technology is within reach.

Platform converges Disaster Recovery, Backup and Cloud Mobility in one simple, scalable solution. Zerto asserts that Pinarily, they offer one Platform for Disaster Recovery, Backup & Cloud Mobility. This 'all-in-one' IT Resilience these attributes defing their product:

- 1) Reduces cost and complexity of application migrations and data protection with Zerto's unique platform utilizing Continuous Data Protection.
- 2) Orchestration built into the platform enables full automation of recovery and migration processes.
 - 3) Analytics that provide 24/7 infrastructure visibility and control, even across clouds.

Tab 4: Qualification and Experience



Tab 4: Qualification and Experience Overview

ThunderCat Technology, LLC, is an ISO 9001:2015, Value Added Reseller (VAR) and Service-Disabled Veteran Owned Small Business (100% Combat-related Disability) with numerous industry awards and exceptional evaluations for Government contracts. In the IT industry, ThunderCat has won CRN Tech Elite 250 (seven times), INC5000 (five years in a row), Forbes Most Promising Small Businesses, Washington Technology Fast 50, Washington Technology Top 100, Solution Provider 500, CRN Fast Growth 100, Washington Business Journal 50 Fastest Growing Companies (also their #1 SDVOSB), SmartCEO GovStar Industry Small Business, SmartCEO Future 50, Ernst & Young Entrepreneur of the Award, VAR 500, DHS Small Business of the Year - 2016 and Best Places to work in Virginia (seven years in a row). As a testament to our success, ThunderCat has grown from \$28 million (2008) to \$694 million (2019), a 2,380% increase.

ThunderCat Technology, LLC is certified across multiple partners and the latest technologies impacting servers, storage, networking, virtualization, cloud and cyber security. It also means our engineers, sales managers and support staff are committed to excellence as evident in our total sales of \$1.77 billion across 7,334 Delivery Orders (DOs) over the last three years. In total, ThunderCat has sold \$3.7 billion in products and services over 14,400 total orders.

Future Qualifications Include Supply Chain Certification and an Integrated Support Center

ThunderCat Technology, LLC does not maintain a support center. Instead we provide the greatest possible discounts by 'drop shipping' directly from the OEMs. With over 100 OEMs in our portfolio, customer support is tailored between OEMs, Distributors and ourselves in order to tailor the ideal package to support customer requirements.

ThunderCat's established SCRM system addresses requirements in both ISO 28000:2007 and ISO 20243:2018. An external audit will occur in August 2020 to achieve initial ISO 28000 certification. Following certification, ThunderCat will self-certify against ISO 20243. For the time being we provide the greatest possible discounts by 'drop shipping' directly from the OEMs. With over 100 OEMs in our portfolio, customer support is tailored between OEMs, Distributors and ourselves in order to tailor the ideal package to support customer requirements.



OEM Certifications

OEM Level OEM Level OEM Level

Legend:

Bold Name Italicized – Top 10 **Bold Name** – Top Half of ThunderCat's Portfolio

Notes: * Means next level in progress



ThunderCat's Current Line Card

2019/2020 Line Card

A10 Networks Bricata, Inc. Dataram

Accellion, Inc. BriefCam Decipher Technology Studios

Broadcom **Decision Lens** Acquia AddOn Networks DefendX Bugcrowd, Inc. Adobe Cables to Go Dell Advanced HPC Calabrio Digi-Trax Ains Canon **Digital Guardian Allied Telesis Digital Shadows** Canon Solutions America, Inc. Alteryx Carbon Black DocuSign Amazon Web Services CaseWare International Docutrend Anaconda, Inc. Druva Analyst Platform, LLC Centrify Corporation **Dtex Systems** APC Chatsworth Duo Beyond

Apcon Checkpoint Eaton App Dynamics Cinemassive Eizo **Appian** Cisco Ekahau Apple Citrix Elastic **Applied Data System** Clearwell Systems, Inc. Elemental Appspace Cloudbees **EMC**

Arista Networks Inc Cloudera ENDRUN TECHNOLOGIES LLC

Arris CloudTamer Enterprise Vision

Aruba NetworksCofenseePLUSAsure SoftwareCohesityErgotronAternityCommScopeEverbridgeAtlassian Pty LtdCommvaultExtra Hop

AttackIQ ComponentSource Extreme Networks

Autodesk Concurrent Real-Time, Inc. F5 AvePoint Corning **Fidelis** AVI-SPL Corterix FireEye Avocent Cray Firemon Creative Radicals **Babel Street Fivecast** Crenlo Flashpoint Barco Bassec Crestron **FM Systems**

BeyondTrust Corporation Crossmatch ForeScout Technologies, Inc

Big Switch NetworksCrowdstrikeForgerockBlackberryCrystalFujitsuBlue JeansCyber-ArkGemalto

Blue Medora Cylance GetWellNetwork Inc

BlueCoatData DistributingGigamonBorderLAN, IncDatacardGitlabBox, Inc.DataDirect NetworksGlideFastGLOBALSCAPEMicroStrategyPure Storage



Seagate

Google MIST Qlik GoToAssist Mobatek **QLogic** Granicus MobileIron QStar Haivision Morpheus Qualys, Inc. Harness, Inc. **Nagios** Quantum **Hewlett Packard** Quantum Secure Napatech

Hitachi **NCipher** Quest Hitachi Healthcare NEC QUIKTRON NetAPP **IBM-New** Qumulo NetBrain Idera, Inc. Radiant Logic InfoBlox NetScout Raritan Informatica NetSource RealVNC

Integrated BiometricsNexsanRecorded FuturesIntelNintexRed CanaryIntelligent InSitesNLYTERed Hat

Interos Inc Ntrepid Red River Services

IVANTI Nuance RedSeal Ixia Nutanix RightStar, Inc. Juniper Nvidia Rimage Kingston ObservIT, Inc Riverbed **KLAS Telecom RSA** Olympus Kofax Omnitron Rubrik Legrand, SA Onyx SafeNet Lenovo **OPSWAT** Salesforce Linksys Origin High Performance PC Samsung LMG Security Ortronics, Inc. Sandisk Palo Alto SAP LogiTech LogRhythm, Inc Panasonic Sayari Pandora FMS Sc2 Corp Lookingglass Lookout **Panduit** Scott-Clark

Markforged Pentaho SecureWorks, Inc McAfee Pentax **Security Compass** Media Platform Service Now Pershing MediaPro Phalanx Security SevOne **Pivotal SITSCAPE** MediaStar Mediware **Polaris** Socrata Mellanox Practical Code, LLC Solar Winds Micro Focus Proline Solarwinds

Pelican

Microchip Proofpoint Sole Source Technolc
Microsemi Pulse Secure Son Technology

Microsoft Puppet Sonatype

Sonicwall Virtru Corporation

Mark Logic



Sonitor VirusTotal
Sonus Vitec
Spectra Logic VMware

Splunk VQ Communications
Sprinklr Western Digital

Stanley Convergent Security

Solutions Wind River Sales Co., Inc.

Startech.com Windward Steelhead Xmedius

Symantec York Telecom Corporation

Syncsort You Test Me

TableauZertoTangentZovyTaniumZscaler

Tasktop Tenable Thales

Thomson Reuters - Special

Services
Threadfix
TIBCO Software
Topaz Systems

Towerstream Corporation

Transition Networks

Trend Micro TRENDnet INC Tripplite

Tripwire Trustwave

Tufin Technologies

Twilio Inc. Twistlock UiPath

Valor Construction, LLC

Variphy Varonis VBrick Veeam

Velocity Micro

Veracode Veritas

Viavi Vidyo

Vigilant Solutions

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Region 4 RFP #20-08, Cyber Security Solutions and Associated Products and Services Tabs 4 & 4a, July 14, 2020

Tab 4a: References

'Top 10' Federal Sales – Fiscal Year 2019

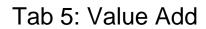
Agency	Contract/Order Number	Amt	POC
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Top SLED Sales During Fiscal Year 2019

Agency	Contract/Order Number	Amt	POC
	Nullibel		



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Region 4 RFP #20-08, Tab 5 Cyber Security Solutions and Associated Products and Services, July 14, 2020

Tab 5: Value Add Performance Ratings

In the Federal procurement system, evaluations are called **Contractor's Performance Assessment Report** or 'CPAR' A CPAR assesses a contractor's performance and provides a record, both positive and negative, on a given contractor during a specific period of time. Each assessment is based on objective facts and supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, construction/production management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives.

Date Range: January 2019 – December 2019 **Size Sample**: Total of 201 CPARs received

Results: 201 Received Satisfactory or higher ratings

100% Satisfaction rate across all government agencies and contracts

Graded Criteria on every CPAR

Quality: 100% Satisfactory or higher ratings Schedule: 100% Satisfactory or higher ratings Cost Control: 100% Satisfactory or higher ratings Management: 100% Satisfactory or higher ratings

Small Business Subcontracting: 100% Satisfactory or higher ratings

Regulatory Compliance: 100% Satisfactory or higher ratings

Cyber OEM Certifications

The following breaks down our top OEMs by certification status. As a seven-year award winner of the CRN Tech Elite 250, ThunderCat personnel are consistently enrolled in OEM certification programs for the products we sell. In many cases our certification level pays off by realizing the best discounts available on the market. In 'Brand Name or Equal' scenarios, we engage competitors to gauge their seriousness in providing hard discounts in order to capture a relationship with a strategic client. This is because an established relationship during a contract's period of performance ranges on average between three to five years. In other instances, we fill in for the OEM in order to provide the quickest response time. The significance of this is because OEMs usually offer heavily discounted services with their product offerings. OEMs do not readily grant companies permission to perform in their stead unless they are extremely confident in the company. ThunderCat Technology enjoys such as role. In Tab 3, we listed the top 50 cybersecurity companies we support by reselling. Of the 50, here are the ones we have an extensive relationship with:



Region 4 RFP #20-08, Tab 5 Cyber Security Solutions and Associated Products and Services, July 14, 2020

OEM	Status	OEM	Status



Some OEMs do not have certification programs while others are extensive. In more than one instance, the OEM certification encompasses areas in parallel with cybersecurity such as storage, unified communications and operating system software amongst others.

Cybersecurity Specializations

To have the type of cybersecurity support offered by ThunderCat, you have to have a dedicated team of experts able to solve real problems facing public sector customers today. Of the 64 cybersecurity deliveries over \$1 million during the last three years, here are the 10 largest:

Tab 6: Additional Required Documents (Appendix C)

<u>Appendix C</u> <u>ADDITIONAL REQUIRED DOCUMENTS</u>

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

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

OPEN RECORDS POLICY

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

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

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

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

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

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

4/9/2020	Contracts
Date	Authorized Signature & Title

ANTITRUST CERTIFICATION STATEMENTS (Tex. Government Code § 2155.005)

Attorney General Form

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

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

Company		Contact	4 =
	ThunderCat Technology, LI	_C	TA.
			Signature
			Jean Kim
			Printed Name
	1925 Isaac Newton Square	, Suite 180	Contracts
Address			Position with Company
	Reston, VA 20190		
		Official	
		Authorizing	
		Proposal	Signatura
			Signature
			Printed Name
Dhana			Filited Name
Phone			Position with Company
Гом			Fosition with Company
Fax			

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

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

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

Filing Process:

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

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

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

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

Frequently Asked Questions:

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

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

Texas Government Code 2270 Verification Form

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

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

ı, Jean Kim	, as an authorized representative
of	•
ThunderCat Technology, LLC	, a contractor engaged
by	, 3 3
Insert Name of Company	

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

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

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

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

1-A-1	4/9/2020
Signature of Named Authorized Company Representative	Date

APPENDIX D



REQUIREMENTS FOR NATIONAL COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS

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

Exhibit A – RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

Exhibit B – ADMINISTRATION AGREEMENT, EXAMPLE

 $\label{eq:cooperative} Exhibit \ C-MASTER\ INTERGOVERNMENTAL\ COOPERATIVE\ PURCHASING\ AGREEMENT, EXAMPLE$

Exhibit D – PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

Exhibit E – CONTRACT SALES REPORTING TEMPLATE

Exhibit F – FEDERAL FUNDS CERTIFICATIONS

Exhibit G – NEW JERSEY BUSINESS COMPLIANCE

Exhibit H – ADVERTISING COMPLIANCE REQUIREMENT

EXHIBIT A RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 Scope of National Cooperative Contract

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

1.1 Requirement

The Region 4 Education Service Center ("ESC") (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Unified Communications as a Service (UCaaS). The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements,

obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

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

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

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

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

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

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

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

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Estimated Volume

1.3

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50 million annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

Award Basis

1.4

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the

responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

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

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.
- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise

	If yes, list certifying agency:
b.	Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
	¥ Yes □ No
	If yes, list certifying agency:
c.	Historically Underutilized Business (HUB) ☐ Yes No If yes, list certifying agency:
d.	Historically Underutilized Business Zone Enterprise (HUBZone)
	☐ Yes XNo If yes, list certifying agency:
e.	Other recognized diversity certificate holder
	X Yes □ No

If yes, list certifying agency: <u>SDVOSB - U.S. Department of Veterans Affairs CVE</u>

- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Describe how Participating Agencies are ensure they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating

- Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
- D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
- E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

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

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

- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts
- H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.
- I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account setup, timely contract administration, etc.
- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

In situations where a Public Agency has decided to issue a competitive bid, ThunderCat shall be free to respond as the situation dictates. For any sale to a Public Agency that does reference the Master Agreement, ThunderCat shall have the obligation to pay the Administrative Fees pursuant to this Administrative Agreement. While it is the objective of ThunderCat to encourage Public Agencies to piggyback on to the Master Agreement rather than issue their own procurement solicitations, we recognize that for various reasons some Public Agencies will issue their own solicitations.

EXHIBIT B ADMINISTRATION AGREEMENT, EXAMPLE

ADMINISTRATION AGREEMENT	
THIS ADMINISTRATION AGREEMENT (this " <u>Agreement</u> ") is made this day of 20, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (" <u>OMNIA Partners</u> "), and (" <u>Supplier</u> ").	
RECITALS	
WHEREAS, the (the "Principal Procurement Agency") has entered into a Master Agreement effective, Agreement No, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of (the "Product");	
WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;	
WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;	
WHEREAS, OMNIA Partners serves as the contract administrator of the Master Agreement on behalf of Principal Procurement Agency;	
WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and	
WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.	
NOW, THEREFORE , in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:	
DEFINITIONS	

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

TERMS AND CONDITIONS

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

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3-8 and 12-23, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions

survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

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

ADMINISTRATIVE FEE, REPORTING & PAYMENT

- 11. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of two percent (2_%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to 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.
- 12. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as <u>Exhibit C</u> ("<u>Contract Sales Report</u>"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

- 13. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 12, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.
- 14. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

- 15. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.
- 16. 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.
- 17. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.
- 18. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

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

B. Supplier:

ThunderCat Technology, LLC

Attn: David Schlosser

1925 Isaac Newton Square, Suite 180

Reston, VA 20190

- 19. 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.
- 20. 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.
- 21. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.
- 22. 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.
- 23. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME] INTERGOVERNMENTAL ThunderCat Technology, LLC PURCHASING ALLIANCE **COMPANY, A DELAWARE CORPORATION D/B/A OMNIA** PARTNERS, PUBLIC SECTOR Signature Signature Sarah Vavra Name Name Sr. Vice President, Public Sector Contracting Title Title Date Date

NATIONAL

EXHIBIT C MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "<u>Agreement</u>") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("<u>Principal Procurement Agencies</u>") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "<u>OMNIA Partners</u>") to be appended and made a part hereof and such other public agencies ("<u>Participating Public Agencies</u>") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "<u>OMNIA Partners Parties</u>") by either registering on the OMNIA Partners website (<u>www.omniapartners.com/publicsector</u> or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "Master Agreements" (herein so called) to provide a variety of goods, products and services ("Products") to the applicable Principal Procurement Agency and the Participating Public Agencies;

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

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

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

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

including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

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

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR AND/OR COMMUNITIES PROGRAM MANAGEMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY D/B/A U.S. COMMUNITIES

Authorized Signature	Signature
	Sarah E. Vavra
Name	Name
	Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
	<u>/</u>
Date	Date

EXHIBIT D PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.
I hereby acknowledge, in my capacity as of and on behalf of [NAME OF PPA] ("Principal Procurement Agency"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.
I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.
Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]
Signature
Name
Title
Date

EXHIBIT E CONTRACT SALES REPORTING TEMPLATE

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA PARTNERS EXHIBITS										
EXHIBIT C - CONTRACT SALES REPORTING TEMPLATE										
(to be submitted <u>electronically</u> in Microsoft Excel format)										
	A Partne	ers (ontr	act Sales	Monthly R	eport				
Supplier Name:										
Contract Sales Report Month:										
Contract ID:										
Supplier Reporting Contact:										
Title:										
Phone:										
Email:										
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by OMNIA Partners and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)		Admin Fee \$	
									\sqcup	
								\vdash	\vdash	
									\vdash	
									\vdash	
								\vdash	\vdash	
										Г
										Г
						Report Totals				
						Cumulative Contract Sales				

EXHIBIT F FEDERAL FUNDS CERTIFICATIONS

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

APPENDIX II TO 2 CFR PART 200

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

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

Does offeror agree? YES	QK	Initials of Authorized Representative of offeror
_		•

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

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree?	YES_	X	Initials of Authorized Representative of offeror
9			· '

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.				
Does offeror agree to abide by the above? YESInitials of Authorized Representative of offeror				
(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Ac				
Does offeror agree? YESInitials of Authorized Representative of offeror				
(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.				
Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.				
Does offeror agree? YESInitials of Authorized Representative of offeror				
(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.				
Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.				
Does offeror agree? YESInitials of Authorized Representative of offeror				
(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)				

	e expended by Participating Agency, the offeror certifies that during the member resulting from this procurement process, the offeror agrees ederal Rule (G) above.
Does offeror agree? YES	Initials of Authorized Representative of offeror
made to parties listed on the government wide exclusion the Executive Office of the President Office of Managem Executive Orders 12549 (3 CFR part 1986 Comp., p. 1	9 and 12689)—A contract award (see 2 CFR 180.220) must not be as in the System for Award Management (SAM), in accordance with ment and Budget (OMB) guidelines at 2 CFR 180 that implement 89) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and arties debarred, suspended, or otherwise excluded by agencies, as ulatory authority other than Executive Order 12549.
term of an award for all contracts by Participating Agency re it nor its principals is presently debarred, suspended, prop participation by any federal department or agency. If at any debarred, suspended, proposed for debarment, declared department or agency, the offeror will notify the Participating	
Does offeror agree? YES	Initials of Authorized Representative of offeror
must file the required certification. Each tier certifies to the funds to pay any person or organization for influencing member of Congress, officer or employee of Congress obtaining any Federal contract, grant or any other aways.	Contractors that apply or bid for an award exceeding \$100,000 he tier above that it will not and has not used Federal appropriated or attempting to influence an officer or employee of any agency, a s, or an employee of a member of Congress in connection with ard covered by 31 U.S.C. 1352. Each tier must also disclose any nnection with obtaining any Federal award. Such disclosures are
term and after the awarded term of an award for all contract offeror certifies that it is in compliance with all applicable proundersigned further certifies that: (1) No Federal appropriated funds have been paid or will be attempting to influence an officer or employee of any agence employee of a Member of Congress in connection with the awof a Federal loan, the entering into a cooperative agreement, of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds attempting to influence an officer or employee of any agence employee of a Member of Congress in connection with this Federal submit Standard Form-LLL, "Disclosure Form to Report I (3) The undersigned shall require that the language of this	expended by Participating Agency, the offeror certifies that during the its by Participating Agency resulting from this procurement process, the ovisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The expaid for on behalf of the undersigned, to any person for influencing or cy, a Member of Congress, an officer or employee of congress, or an warding of a Federal contract, the making of a Federal grant, the making and the extension, continuation, renewal, amendment, or modification have been paid or will be paid to any person for influencing or any a Member of Congress, an officer or employee of congress, or an rederal grant or cooperative agreement, the undersigned shall complete Lobbying", in accordance with its instructions. Its certification be included in the award documents for all covered subtetiers and that all subrecipients shall certify and disclose accordingly.
Does offeror agree? YES	Initials of Authorized Representative of offeror
RECORD RETENTION REQUIREMENTS	FOR CONTRACTS INVOLVING FEDERAL FUNDS
that it will comply with the record retention requirements de	or any contract resulting from this procurement process, offeror certifies tailed in 2 CFR § 200.333. The offeror further certifies that offeror will a period of three years after grantees or subgrantees submit final is applicable, and all other pending matters are closed.
Does offeror agree? YES	Initials of Authorized Representative of offeror
	THE ENERGY POLICY AND CONSERVATION ACT
will comply with the mandatory standards and policies re	ontract resulting from this procurement process, offeror certifies that it lating to energy efficiency which are contained in the state energy y and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF COMPLIAN	ICE WITH BUY AMERICA PROVISIONS
To the extent purchases are made with Federal Highway Admin Administration funds, offeror certifies that its products comply wi provide such certification or applicable waiver with respect to sp. Purchases made in accordance with the Buy America Act must open competition.	ith all applicable provisions of the Buy America Act and agrees to pecific products to any Participating Agency upon request.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF ACCESS	S TO RECORDS – 2 C.F.R. § 200.336
documents, papers, or other records of offeror that are pertine	ny of their duly authorized representatives shall have access to any ent to offeror's discharge of its obligations under the Contract for the scriptions. The right also includes timely and reasonable access to relating to such documents.
Does offeror agree? YES	Initials of Authorized Representative of offeror
CERTIFICATION OF APPLIC	CABILITY TO SUBCONTRACTORS
Offeror agrees that all contracts it awards pursuant to the Contra	act shall be bound by the foregoing terms and conditions.
Does offeror agree? YES	Initials of Authorized Representative of offeror
Offeror agrees to comply with all federal, state, and local la further acknowledged that offeror certifies compliance with noted above. Offeror's Name: ThunderCat Technology, LLC	
Address, City, State, and Zip Code:1925 Isaac Newton S	Square, Suite 180, Reston, VA 20190
Phone Number: 703-674-0216	Fax Number: <u>571-323-0918</u>
Printed Name and Title of Authorized Representative: <u>Jean</u>	Kim, Contracts
Email Address:contracts@thundercattech.com	
Signature of Authorized Representative:	Date:4/9/2020

FEMA SPECIAL CONDITIONS

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

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

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

Conflicts of Interest

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

Contractor Integrity

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

Public Policy

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

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

Affirmative Steps

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

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. Termination for Convenience:

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

2. Equal Employment Opportunity:

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

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

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

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

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

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

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

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

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

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs. including the Public Assistance Program.
- b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.
- c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding

agency.

- e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply. neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

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

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

5. Contract Work Hours and Safety Standards Act.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Where applicable (see_40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See_2 C.F.R. Part 200, Appendix II, ¶ E.
- c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the workweek.
- d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

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

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

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

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

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

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

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

"Clean Air Act

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

Federal Water Pollution Control Act

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

8. Debarment and Suspension.

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

Suspension).

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

"Suspension and Debarment

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

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

9. Byrd Anti-Lobbying Amendment.

- a. <u>Applicability</u>: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. <u>See</u> 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.
- c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- d. The following provides a Byrd Anti-Lobbying contract clause:

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

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

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

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

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Jean Kim, Contracts

Name and Title of Contractor's Authorized Official

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

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

11. Additional FEMA Requirements.

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

b. Changes.

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

c. Access to Records.

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

Offeror's Name: ThunderCat Technology, LLC			
Address, City, State, and Zip Code: 1925 Isaac Newton Square, Suite 180, Reston, VA 20190			
Phone Number: 703-674-0216 Fax Number: 571-323-0918			
Printed Name and Title of Authorized Representative: Jean Kim, Contracts			
Email Address: _contracts@thundercattech.com			
Signature of Authorized Representative: Date: 4/9/2020			

EXHIBIT G NEW JERSEY BUSINESS COMPLIANCE

NEW JERSEY BUSINESS COMPLIANCE

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

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

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

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

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

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

Company Name:	ThunderCat Technology, LLC	
Street: 1925 Isaa	c Newton Square, Suite 180	
City, State, Zip Code:	Reston, VA 20190	
Complete as appropria	ite:	
I		n the sole owner of
	, that there are no pa	rtners and the business is not
incorporated, and the pr	rovisions of N.J.S. 52:25-24.2 do not apply	7.
	OR:	
<i>I</i>	, a partner in	, do hereby
	g is a list of all individual partners who ow	
	e (1) or more of the partners is itself a corp resses of the stockholders holding 10% or	
	ing 10% or greater interest in that partner	
mairiana parmers own	OR:	snip.
I Jean Kim	, an authorized i	representative of
certify that if one (1) or forth the names and add	lders in the corporation who own 10% or i more of such stockholders is itself a corpo lresses of the stockholders holding 10% or ing a 10% or greater interest in that partn	ration or partnership, that there is also set more of the corporation's stock or the
(Note: If there are no p	oartners or stockholders owning 10% or	more interest, indicate none.)
Name	Address	Interest
Thomas Deierlein	19 Westbury Road, Garden City, NY	11530 100%
I further certify that the my knowledge and belie	· ·	ein, are complete and correct to the best o
_4/9/2020	1	Contracts
Date		Authorized Signature and Title

NON-COLLUSION AFFIDAVIT

Company Name:	nderCat Technology, LLC		
Street: 1925 Isaac Newt			
City, State, Zip Code:_	Reston, VA 20190		
State ofVirginia			
County of Fairfax			
I, Name	of the		
Name		City	
in the County of		, State of	
of full age, being duly	sworn according to law	v on my oath depo	ose and say that:
I am the	of the fir	m of	
	Title	v	Company Name
all statements contained full knowledge that relie	in said proposal and in es upon the truth of the	n this affidavit ar e statements cont	with the above proposal, and that we true and correct, and made with cained in said proposal and in the crithe said goods, services or public
such contract upon an	agreement or understar	nding for a com	oyed or retained to solicit or secure nission, percentage, brokerage on ned commercial or selling agencies
Company Name		Autho	orized Signature & Title
Subscribed and sworn be	efore me		
this day of	, 20		
Notary Public of My commission expires		20	

SEAL

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

Company Nan	ne:
Street: 1925	Isaac Newton Square, Suite 180
City, State, Zij	Code: Reston, VA 20190
Proposal Certi	fication
Indicate below proposal will b	company's compliance with New Jersey Affirmative Action regulations. Company's se accepted even if company is not in compliance at this time. No contract and/or may be issued, however, until all Affirmative Action requirements are met.
Required Affin	mative Action Evidence:
	rofessional & Service Contracts (Exhibit A) t submit with proposal:
1.	A photo copy of their Federal Letter of Affirmative Action Plan Approval
	OR
2.	A photo copy of their <u>Certificate of Employee Information Report</u> OR
3.	A complete Affirmative Action Employee Information Report (AA302)
Public Work –	Over \$50,000 Total Project Cost:
	d Federal or New Jersey Affirmative Action Plan. We will complete Report Form upon receipt from the
B. Approved F	Federal or New Jersey Plan – certificate enclosed
	that the statements and information contained herein, are complete and correct to nowledge and belief.
4/9/2020 Date	Authorized Signature and Title

DOC #3, continued

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

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to <u>Subchapter 10 of the Administrative Code (NJAC 17:27)</u>.

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

DOC #4, continued

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

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

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

Part I – Vendor Information			
	rCat Technology, LLC		
C:	ewton Square, Suite 180	20400	
City: Reston	State: VA Zip: 2	20190	
	to certify, hereby certifies that the f N.J.S.A. 19:44A-20.26 and as rep	_	_
Signature	Jean KimConPrinted NameTitle	tracts	
Part	II - Contribution I	Disclosure	
political contributions (more t	than \$300 per election cycle) over the entities listed on the form p	er the 12 months p	prior to submission t
Check here if disclosure is p			
Contributor Name	Recipient Name	Date	Dollar Amount
			\$
_			
	+	1	

DOC #4, continued

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

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

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

County:

Freeholders County Clerk Sheriff

{County Executive} Surrogate

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

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

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:	
	below contains the names and home addresses of all stockholders e of the issued and outstanding stock of the undersigned. OR
I certify that no one the undersigned.	stockholder owns 10% or more of the issued and outstanding stock of
Check the box that repres	sents the type of business organization:
Partnership	Corporation Sole Proprietorship
Limited Partnership	Limited Liability Corporation Limited Liability Partnership
Subchapter S Corporat	ion
Sign and notarize the form	below, and, if necessary, complete the stockholder list below.
Stockholders:	
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Subscribed and sworn before me this 2	s day of,(Affiant)
(Notary Public)	
My Commission expires:	(Print name & title of affiant)
Tily Commission expires.	(Corporate Seal)

Certification of Non-Involvement in Prohibited Activities in Iran

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

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

Offerors should submit the above form completed with their proposal.

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

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

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

EXHIBIT H 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 OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES

THE CITY OF HAPPY VALLEY OREGON

ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT

ANNABELLA, UT

AMERICAN FORK CITY, UT

ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT

CITY OF BOUNTIFUL, UT

BRIAN HEAD, UT

BOULDER, UT

BRIGHAM CITY CORPORATION, UT

BRYCE CANYON CITY, UT CANNONVILLE, UT CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT

CEDAR FORT, UT

CITY OF CEDAR HILLS, UT

CENTERFIELD, UT

CENTERVILLE CITY CORPORATION, UT

CENTRAL VALLEY, UT CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT

CLINTON CITY CORPORATION, UT

COALVILLE, UT CORINNE, UT CORNISH, UT

COTTONWOOD HEIGHTS, UT

DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT

ELK RIDGE, UT ELMO, UT ELSINORE, UT ELWOOD, UT

EMERY, UT ENOCH, UT ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FARWINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT

FOUNTAIN GREEN, UT

FRANCIS, UT FRUIT HEIGHTS, UT

GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT

HATCH, UT

HEBER CITY CORPORATION, UT

HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT

CITY OF HURRICANE, UT

HYDE PARK, UT HYRUM, UT

INDEPENDENCE, UT

IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT

KANAKRAVILLE, U KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT LEAMINGTON, UT

LEEDS, UT

LEHI CITY CORPORATION, UT

LEVAN, UT LEWISTON, UT LINDON, UT

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

COUNTIES AND PARISHES INCLUDING BUT NOT

LIMITED TO:

ASCENSION PARISH, LA

ASCENSION PARISH, LA, CLEAR OF COURT

CADDO PARISH, LA CALCASIEU PARISH, LA

CALCASIEU PARISH SHERIFF'S OFFICE, LA

REDMOND, UT RICHFIELD, UT

RICHMOND, UT

RIVERDALE, UT

RIVER HEIGHTS, UT

RIVERTON CITY, UT ROCKVILLE, UT

ROCKY RIDGE, UT

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 UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, 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 PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT

COUNTY OF WASHINGTON, UT

COUNTY OF KANE, UT COUNTY OF IRON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR

ADEL WATER IMPROVEMENT DISTRICT, OR

ADRIAN R.F.P.D., OR

AGNESS COMMUNITY LIBRARY, OR

AGNESS-ILLAHE R.F.P.D., OR

AGRICULTURE EDUCATION SERVICE EXTENSION

DISTRICT, OR

ALDER CREEK-BARLOW WATER DISTRICT NO. 29,

OR

ALFALFA FIRE DISTRICT, OR

ALSEA R.F.P.D., OR

ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,

OR

AMITY FIRE DISTRICT, OR

ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,

OR

APPLEGATE VALLEY R.F.P.D. #9, OR

ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,

OR

ARCH CAPE SANITARY DISTRICT, OR ARNOLD IRRIGATION DISTRICT. OR

ASH CREEK WATER CONTROL DISTRICT, OR ATHENA CEMETERY MAINTENANCE DISTRICT, OR

AUMSVILLE R.F.P.D., OR AURORA R.F.P.D., OR AZALEA R.F.P.D., OR

BADGER IMPROVEMENT DISTRICT, OR

BAILEY-SPENCER R.F.P.D., OR

BAKER COUNTY LIBRARY DISTRICT, OR

BAKER RIVERTON ROAD DISTRICT, OR BUNKER HILL SANITARY DISTRICT, OR BAKER VALLEY IRRIGATION DISTRICT, OR BURLINGTON WATER DISTRICT, OR BAKER VALLEY S.W.C.D., OR BURNT RIVER IRRIGATION DISTRICT, OR BAKER VALLEY VECTOR CONTROL DISTRICT. OR BURNT RIVER S.W.C.D., OR BANDON CRANBERRY WATER CONTROL DISTRICT, CALAPOOIA R.F.P.D., OR CAMAS VALLEY R.F.P.D., OR BANDON R.F.P.D., OR CAMELLIA PARK SANITARY DISTRICT, OR BANKS FIRE DISTRICT, OR CAMMANN ROAD DISTRICT, OR BANKS FIRE DISTRICT #13, OR CAMP SHERMAN ROAD DISTRICT, OR BAR L RANCH ROAD DISTRICT, OR CANBY AREA TRANSIT, OR BARLOW WATER IMPROVEMENT DISTRICT, OR CANBY R.F.P.D. #62, OR BASIN AMBULANCE SERVICE DISTRICT, OR CANBY UTILITY BOARD, OR BASIN TRANSIT SERVICE TRANSPORTATION CANNON BEACH R.F.P.D., OR CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR DISTRICT, OR CAPE FERRELO R.F.P.D., OR BATON ROUGE WATER COMPANY BAY AREA HEALTH DISTRICT, OR CAPE FOULWEATHER SANITARY DISTRICT, OR BAYSHORE SPECIAL ROAD DISTRICT, OR CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR BEAR VALLEY SPECIAL ROAD DISTRICT, OR CARMEL BEACH WATER DISTRICT, OR BEAVER CREEK WATER CONTROL DISTRICT, OR CASCADE VIEW ESTATES TRACT 2, OR BEAVER DRAINAGE IMPROVEMENT COMPANY, CEDAR CREST SPECIAL ROAD DISTRICT, OR INC., OR CEDAR TRAILS SPECIAL ROAD DISTRICT, OR BEAVER SLOUGH DRAINAGE DISTRICT, OR CEDAR VALLEY - NORTH BANK R.F.P.D., OR BEAVER SPECIAL ROAD DISTRICT, OR CENTRAL CASCADES FIRE AND EMS, OR CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA BEAVER WATER DISTRICT, OR BELLE MER S.I.G.L. TRACTS SPECIAL ROAD CENTRAL LINCOLN P.U.D., OR DISTRICT, OR CENTRAL OREGON COAST FIRE & RESCUE BEND METRO PARK AND RECREATION DISTRICT DISTRICT, OR BENTON S.W.C.D., OR CENTRAL OREGON INTERGOVERNMENTAL BERNDT SUBDIVISION WATER IMPROVEMENT COUNCIL CENTRAL OREGON IRRIGATION DISTRICT, OR DISTRICT, OR BEVERLY BEACH WATER DISTRICT, OR CHAPARRAL WATER CONTROL DISTRICT, OR BIENVILLE PARISH FIRE PROTECTION DISTRICT 6. CHARLESTON FIRE DISTRICT, OR CHARLESTON SANITARY DISTRICT, OR BIG BEND IRRIGATION DISTRICT, OR CHARLOTTE ANN WATER DISTRICT, OR CHEHALEM PARK & RECREATION DISTRICT, OR BIGGS SERVICE DISTRICT, OR BLACK BUTTE RANCH DEPARTMENT OF POLICE CHEHALEM PARK AND RECREATION DISTRICT SERVICES, OR CHEMULT R.F.P.D., OR BLACK BUTTE RANCH R.F.P.D., OR CHENOWITH WATER P.U.D., OR BLACK MOUNTAIN WATER DISTRICT, OR CHERRIOTS, OR BLODGETT-SUMMIT R.F.P.D., OR CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, BLUE MOUNTAIN HOSPITAL DISTRICT, OR BLUE MOUNTAIN TRANSLATOR DISTRICT, OR CHILOOUIN VECTOR CONTROL DISTRICT, OR BLUE RIVER PARK & RECREATION DISTRICT, OR CHILOQUIN-AGENCY LAKE R.F.P.D., OR BLUE RIVER WATER DISTRICT, OR CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR BLY R.F.P.D., OR CHR DISTRICT IMPROVEMENT COMPANY, OR BLY VECTOR CONTROL DISTRICT, OR CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, BLY WATER AND SANITARY DISTRICT, OR BOARDMAN CEMETERY MAINTENANCE DISTRICT, CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR BOARDMAN PARK AND RECREATION DISTRICT CHRISTMAS VALLEY R.F.P.D., OR BOARDMAN R.F.P.D., OR CITY OF BOGALUSA SCHOOL BOARD, LA BONANZA BIG SPRINGS PARK & RECREATION CLACKAMAS COUNTY FIRE DISTRICT #1. OR DISTRICT, OR CLACKAMAS COUNTY SERVICE DISTRICT #1, OR BONANZA MEMORIAL PARK CEMETERY DISTRICT, CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR BONANZA R.F.P.D., OR CLACKAMAS RIVER WATER BONANZA-LANGELL VALLEY VECTOR CONTROL CLACKAMAS RIVER WATER, OR DISTRICT, OR CLACKAMAS S.W.C.D., OR BORING WATER DISTRICT #24, OR CLATSKANIE DRAINAGE IMPROVEMENT BOULDER CREEK RETREAT SPECIAL ROAD COMPANY, OR CLATSKANIE LIBRARY DISTRICT, OR DISTRICT, OR BRIDGE R.F.P.D., OR CLATSKANIE P.U.D., OR BROOKS COMMUNITY SERVICE DISTRICT, OR CLATSKANIE PARK & RECREATION DISTRICT, OR BROWNSVILLE R.F.P.D., OR CLATSKANIE PEOPLE'S UTILITY DISTRICT BUELL-RED PRAIRIE WATER DISTRICT, OR CLATSKANIE R.F.P.D., OR

BUNKER HILL R.F.P.D. #1, OR

BAKER R.F.P.D., OR

CLATSOP COUNTY S.W.C.D., OR DISTRICT, OR CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, CURRY COUNTY S.W.C.D., OR INC., OR CURRY HEALTH DISTRICT, OR CLEAN WATER SERVICES CURRY PUBLIC LIBRARY DISTRICT, OR CLEAN WATER SERVICES, OR DALLAS CEMETERY DISTRICT #4. OR CLOVERDALE R.F.P.D., OR DARLEY DRIVE SPECIAL ROAD DISTRICT, OR CLOVERDALE SANITARY DISTRICT, OR DAVID CROCKETT STEAM FIRE COMPANY #1. LA CLOVERDALE WATER DISTRICT, OR DAYS CREEK R.F.P.D., OR COALEDO DRAINAGE DISTRICT, OR DAYTON FIRE DISTRICT, OR COBURG FIRE DISTRICT, OR DEAN MINARD WATER DISTRICT, OR COLESTIN RURAL FIRE DISTRICT, OR DEE IRRIGATION DISTRICT, OR COLTON R.F.P.D., OR DEER ISLAND DRAINAGE IMPROVEMENT COLTON WATER DISTRICT #11, OR COMPANY, OR COLUMBIA 911 COMMUNICATIONS DISTRICT, OR DELL BROGAN CEMETERY MAINTENANCE COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR DISTRICT, OR DEPOE BAY R.F.P.D., OR COLUMBIA DRAINAGE VECTOR CONTROL. OR DESCHUTES COUNTY 911 SERVICE DISTRICT, OR COLUMBIA IMPROVEMENT DISTRICT, OR DESCHUTES COUNTY R.F.P.D. #2, OR COLUMBIA R.F.P.D., OR DESCHUTES PUBLIC LIBRARY DISTRICT, OR COLUMBIA RIVER FIRE & RESCUE, OR DESCHUTES S.W.C.D., OR COLUMBIA RIVER PUD, OR DESCHUTES VALLEY WATER DISTRICT, OR COLUMBIA S.W.C.D., OR DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR COLUMBIA S.W.C.D., OR DEXTER R.F.P.D., OR CONFEDERATED TRIBES OF THE UMATILLA INDIAN DEXTER SANITARY DISTRICT, OR RESERVATION DORA-SITKUM R.F.P.D., OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS COUNTY FIRE DISTRICT #2, OR COOS COUNTY AIRPORT DISTRICT, OR DOUGLAS S.W.C.D., OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT, DRAKES CROSSING R.F.P.D., OR DRRH SPECIAL ROAD DISTRICT #6, OR OR COOS COUNTY AREA TRANSIT SERVICE DISTRICT. DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR COOS FOREST PROTECTIVE ASSOCIATION DUFUR RECREATION DISTRICT, OR COOS S.W.C.D., OR DUMBECK LANE DOMESTIC WATER SUPPLY, OR COQUILLE R.F.P.D., OR DUNDEE R.F.P.D., OR DURKEE COMMUNITY BUILDING PRESERVATION COQUILLE VALLEY HOSPITAL DISTRICT, OR CORBETT WATER DISTRICT, OR DISTRICT, OR EAGLE POINT IRRIGATION DISTRICT, OR CORNELIUS R.F.P.D., OR CORP RANCH ROAD WATER IMPROVEMENT, OR EAGLE VALLEY CEMETERY MAINTENANCE CORVALLIS R.F.P.D., OR DISTRICT, OR COUNTRY CLUB ESTATES SPECIAL WATER EAGLE VALLEY R.F.P.D., OR DISTRICT, OR EAGLE VALLEY S.W.C.D., OR COUNTRY CLUB WATER DISTRICT, OR EAST FORK IRRIGATION DISTRICT, OR COUNTRY ESTATES ROAD DISTRICT, OR EAST MULTNOMAH S.W.C.D., OR COVE CEMETERY MAINTENANCE DISTRICT, OR EAST SALEM SERVICE DISTRICT, OR COVE ORCHARD SEWER SERVICE DISTRICT, OR EAST UMATILLA CHEMICAL CONTROL DISTRICT, COVE R.F.P.D., OR EAST UMATILLA COUNTY AMBULANCE AREA CRESCENT R.F.P.D., OR CRESCENT SANITARY DISTRICT, OR HEALTH DISTRICT, OR CRESCENT WATER SUPPLY AND IMPROVEMENT EAST UMATILLA COUNTY R.F.P.D., OR EAST VALLEY WATER DISTRICT, OR DISTRICT, OR CROOK COUNTY AGRICULTURE EXTENSION ELGIN COMMUNITY PARKS & RECREATION SERVICE DISTRICT, OR DISTRICT, OR ELGIN HEALTH DISTRICT, OR CROOK COUNTY CEMETERY DISTRICT, OR CROOK COUNTY FIRE AND RESCUE, OR ELGIN R.F.P.D., OR CROOK COUNTY PARKS & RECREATION DISTRICT, ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR CROOK COUNTY S.W.C.D., OR ELKTON R.F.P.D., OR CROOK COUNTY VECTOR CONTROL DISTRICT, OR EMERALD P.U.D., OR CROOKED RIVER RANCH R.F.P.D., OR ENTERPRISE IRRIGATION DISTRICT, OR CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, ESTACADA CEMETERY MAINTENANCE DISTRICT. OR CRYSTAL SPRINGS WATER DISTRICT, OR ESTACADA R.F.P.D. #69, OR **CURRY COUNTY 4-H & EXTENSION SERVICE** EUGENE R.F.P.D. #1, OR DISTRICT, OR EUGENE WATER AND ELECTRIC BOARD EVANS VALLEY FIRE DISTRICT #6, OR

CURRY COUNTY PUBLIC TRANSIT SERVICE

CLATSOP CARE CENTER HEALTH DISTRICT, OR

FAIR OAKS R.F.P.D., OR HAZELDELL RURAL FIRE DISTRICT, OR FAIRVIEW R.F.P.D., OR HEBO JOINT WATER-SANITARY AUTHORITY, OR FAIRVIEW WATER DISTRICT, OR HECETA WATER P.U.D., OR FALCON HEIGHTS WATER AND SEWER, OR HELIX CEMETERY MAINTENANCE DISTRICT #4, OR FALCON-COVE BEACH WATER DISTRICT, OR HELIX PARK & RECREATION DISTRICT, OR FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR HELIX R.F.P.D. #7-411, OR FARGO INTERCHANGE SERVICE DISTRICT, OR HEPPNER CEMETERY MAINTENANCE DISTRICT, OR FARMERS IRRIGATION DISTRICT, OR HEPPNER R.F.P.D., OR FAT ELK DRAINAGE DISTRICT, OR HEPPNER WATER CONTROL DISTRICT, OR FERN RIDGE PUBLIC LIBRARY DISTRICT, OR HEREFORD COMMUNITY HALL RECREATION FERN VALLEY ESTATES IMPROVEMENT DISTRICT, DISTRICT, OR HERMISTON CEMETERY DISTRICT, OR HERMISTON IRRIGATION DISTRICT, OR FOR FAR ROAD DISTRICT, OR FOREST GROVE R.F.P.D., OR HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT FOREST VIEW SPECIAL ROAD DISTRICT, OR DISTRICT, OR FORT ROCK-SILVER LAKE S.W.C.D., OR HIGH DESERT PARK & RECREATION DISTRICT, OR FOUR RIVERS VECTOR CONTROL DISTRICT, OR HIGHLAND SUBDIVISION WATER DISTRICT, OR FOX CEMETERY MAINTENANCE DISTRICT, OR HONOLULU INTERNATIONAL AIRPORT HOOD RIVER COUNTY LIBRARY DISTRICT, OR GARDINER R.F.P.D., OR GARDINER SANITARY DISTRICT, OR HOOD RIVER COUNTY TRANSPORTATION DISTRICT, GARIBALDI R.F.P.D., OR GASTON R.F.P.D., OR HOOD RIVER S.W.C.D., OR HOOD RIVER VALLEY PARKS & RECREATION GATES R.F.P.D., OR DISTRICT, OR GEARHART R.F.P.D., OR HOODLAND FIRE DISTRICT #74 GILLIAM S.W.C.D., OR GLENDALE AMBULANCE DISTRICT, OR HOODLAND FIRE DISTRICT #74, OR GLENDALE R.F.P.D., OR HORSEFLY IRRIGATION DISTRICT, OR HOSKINS-KINGS VALLEY R.F.P.D., OR GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR GLENEDEN SANITARY DISTRICT, OR HOUSING AUTHORITY OF PORTLAND GLENWOOD WATER DISTRICT, OR HUBBARD R.F.P.D., OR GLIDE - IDLEYLD SANITARY DISTRICT, OR HUDSON BAY DISTRICT IMPROVEMENT COMPANY, GLIDE R.F.P.D., OR GOLD BEACH - WEDDERBURN R.F.P.D., OR IN (KAY) YOUNG DITCH DISTRICT IMPROVEMENT GOLD HILL IRRIGATION DISTRICT, OR COMPANY, OR GOLDFINCH ROAD DISTRICT, OR ICE FOUNTAIN WATER DISTRICT, OR IDAHO POINT SPECIAL ROAD DISTRICT, OR GOSHEN R.F.P.D., OR GOVERNMENT CAMP ROAD DISTRICT, OR IDANHA-DETROIT RURAL FIRE PROTECTION GOVERNMENT CAMP SANITARY DISTRICT, OR DISTRICT, OR GRAND PRAIRIE WATER CONTROL DISTRICT, OR ILLINOIS VALLEY FIRE DISTRICT GRAND RONDE SANITARY DISTRICT, OR ILLINOIS VALLEY R.F.P.D., OR GRANT COUNTY TRANSPORTATION DISTRICT, OR ILLINOIS VALLEY S.W.C.D., OR GRANT S.W.C.D., OR IMBLER R.F.P.D., OR GRANTS PASS IRRIGATION DISTRICT, OR INTERLACHEN WATER P.U.D., OR GREATER BOWEN VALLEY R.F.P.D., OR IONE LIBRARY DISTRICT, OR GREATER ST. HELENS PARK & RECREATION IONE R.F.P.D. #6-604, OR DISTRICT, OR IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR GREATER TOLEDO POOL RECREATION DISTRICT, IRONSIDE RURAL ROAD DISTRICT #5, OR IRRIGON PARK & RECREATION DISTRICT, OR GREEN KNOLLS SPECIAL ROAD DISTRICT, OR IRRIGON R.F.P.D., OR ISLAND CITY AREA SANITATION DISTRICT, OR GREEN SANITARY DISTRICT, OR GREENACRES R.F.P.D., OR ISLAND CITY CEMETERY MAINTENANCE DISTRICT, GREENBERRY IRRIGATION DISTRICT, OR JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR GREENSPRINGS RURAL FIRE DISTRICT, OR HAHLEN ROAD SPECIAL DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #3, OR JACKSON COUNTY FIRE DISTRICT #4, OR HAINES CEMETERY MAINTENANCE DISTRICT, OR HAINES FIRE PROTECTION DISTRICT, OR JACKSON COUNTY FIRE DISTRICT #5, OR JACKSON COUNTY LIBRARY DISTRICT, OR HALSEY-SHEDD R.F.P.D., OR HAMLET R.F.P.D., OR JACKSON COUNTY VECTOR CONTROL DISTRICT, OR HARBOR R.F.P.D., OR JACKSON S.W.C.D., OR HARBOR SANITARY DISTRICT, OR JASPER KNOLLS WATER DISTRICT, OR HARBOR WATER P.U.D., OR JEFFERSON COUNTY EMERGENCY MEDICAL HARNEY COUNTY HEALTH DISTRICT, OR SERVICE DISTRICT, OR JEFFERSON COUNTY FIRE DISTRICT #1, OR HARNEY S.W.C.D., OR HARPER SOUTH SIDE IRRIGATION DISTRICT, OR JEFFERSON COUNTY LIBRARY DISTRICT, OR HARRISBURG FIRE AND RESCUE, OR JEFFERSON COUNTY S.W.C.D., OR

JEFFERSON PARK & RECREATION DISTRICT, OR

HAUSER R.F.P.D., OR

JEFFERSON R.F.P.D., OR LAIDLAW WATER DISTRICT, OR JOB'S DRAINAGE DISTRICT, OR LAKE CHINOOK FIRE & RESCUE, OR JOHN DAY WATER DISTRICT. OR LAKE COUNTY 4-H & EXTENSION SERVICE JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR DISTRICT, OR LAKE COUNTY LIBRARY DISTRICT, OR JOHN DAY-FERNHILL R.F.P.D. #5-108. OR LAKE CREEK R.F.P.D. - JACKSON, OR JORDAN VALLEY CEMETERY DISTRICT, OR LAKE CREEK R.F.P.D. - LANE COUNTY, OR JORDAN VALLEY IRRIGATION DISTRICT, OR LAKE DISTRICT HOSPITAL, OR JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR LAKE GROVE R.F.P.D. NO. 57, OR JOSEPHINE COUNTY 4-H & EXTENSION SERVICE LAKE GROVE WATER DISTRICT, OR LAKE LABISH WATER CONTROL DISTRICT, OR DISTRICT, OR JOSEPHINE COUNTY 911 AGENCY, OR LAKE POINT SPECIAL ROAD DISTRICT, OR JUNCTION CITY R.F.P.D., OR LAKESIDE R.F.P.D. #4, OR JUNCTION CITY WATER CONTROL DISTRICT, OR LAKESIDE WATER DISTRICT, OR JUNIPER BUTTE ROAD DISTRICT, OR LAKEVIEW R.F.P.D., OR JUNIPER CANYON WATER CONTROL DISTRICT, OR LAKEVIEW S.W.C.D., OR JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, LAMONTAI IMPROVEMENT DISTRICT, OR LANE FIRE AUTHORITY, OR JUNIPER FLAT R.F.P.D., OR LANE LIBRARY DISTRICT, OR JUNO NONPROFIT WATER IMPROVEMENT LANE TRANSIT DISTRICT, OR LANGELL VALLEY IRRIGATION DISTRICT, OR DISTRICT, OR KEATING R.F.P.D., OR LANGLOIS PUBLIC LIBRARY, OR KEATING S.W.C.D., OR LANGLOIS R.F.P.D., OR LANGLOIS WATER DISTRICT, OR KEIZER R.F.P.D., OR LAZY RIVER SPECIAL ROAD DISTRICT, OR KELLOGG RURAL FIRE DISTRICT, OR KENO IRRIGATION DISTRICT, OR LEBANON AQUATIC DISTRICT, OR KENO PINES ROAD DISTRICT, OR LEBANON R.F.P.D., OR LEWIS & CLARK R.F.P.D., OR KENO R.F.P.D., OR KENT WATER DISTRICT, OR LINCOLN COUNTY LIBRARY DISTRICT, OR KERBY WATER DISTRICT, OR LINCOLN S.W.C.D., OR K-GB-LB WATER DISTRICT, OR LINN COUNTY EMERGENCY TELEPHONE AGENCY, KILCHIS WATER DISTRICT, OR KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR LINN S.W.C.D., OR KLAMATH BASIN IMPROVEMENT DISTRICT, OR LITTLE MUDDY CREEK WATER CONTROL, OR KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, LITTLE NESTUCCA DRAINAGE DISTRICT, OR LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR KLAMATH COUNTY EXTENSION SERVICE DISTRICT, LONE PINE IRRIGATION DISTRICT, OR LONG PRAIRIE WATER DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #1, OR LOOKINGGLASS OLALLA WATER CONTROL KLAMATH COUNTY FIRE DISTRICT #3, OR DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #4, OR LOOKINGGLASS RURAL FIRE DISTRICT, OR KLAMATH COUNTY FIRE DISTRICT #5, OR LORANE R.F.P.D., OR KLAMATH COUNTY LIBRARY SERVICE DISTRICT. LOST & BOULDER DITCH IMPROVEMENT DISTRICT. KLAMATH COUNTY PREDATORY ANIMAL LOST CREEK PARK SPECIAL ROAD DISTRICT, OR CONTROL DISTRICT, OR LOUISIANA PUBLIC SERVICE COMMISSION, LA KLAMATH DRAINAGE DISTRICT, OR LOUISIANA WATER WORKS KLAMATH FALLS FOREST ESTATES SPECIAL ROAD LOWELL R.F.P.D., OR DISTRICT UNIT #2, OR LOWER MCKAY CREEK R.F.P.D., OR KLAMATH INTEROPERABILITY RADIO GROUP, OR LOWER MCKAY CREEK WATER CONTROL KLAMATH IRRIGATION DISTRICT, OR DISTRICT, OR KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, LOWER POWDER RIVER IRRIGATION DISTRICT, OR LOWER SILETZ WATER DISTRICT, OR KLAMATH S.W.C.D., OR LOWER UMPQUA HOSPITAL DISTRICT, OR KLAMATH VECTOR CONTROL DISTRICT, OR LOWER UMPQUA PARK & RECREATION DISTRICT, KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR LA GRANDE CEMETERY MAINTENANCE DISTRICT. LOWER VALLEY WATER IMPROVEMENT DISTRICT. LA GRANDE R.F.P.D., OR LUCE LONG DITCH DISTRICT IMPROVEMENT CO., LA PINE PARK & RECREATION DISTRICT, OR LA PINE R.F.P.D., OR LUSTED WATER DISTRICT, OR LABISH VILLAGE SEWAGE & DRAINAGE, OR LYONS R.F.P.D., OR LACOMB IRRIGATION DISTRICT, OR LYONS-MEHAMA WATER DISTRICT, OR LAFAYETTE AIRPORT COMMISSION, LA MADRAS AQUATIC CENTER DISTRICT, OR LAFOURCHE PARISH HEALTH UNIT - DHH-OPH MAKAI SPECIAL ROAD DISTRICT, OR **REGION 3** MALHEUR COUNTY S.W.C.D., OR

MALHEUR COUNTY VECTOR CONTROL DISTRICT, MOLALLA AQUATIC DISTRICT, OR MOLALLA R.F.P.D. #73, OR MONITOR R.F.P.D., OR MALHEUR DISTRICT IMPROVEMENT COMPANY, OR MALHEUR DRAINAGE DISTRICT, OR MONROE R.F.P.D., OR MALHEUR MEMORIAL HEALTH DISTRICT, OR MONUMENT CEMETERY MAINTENANCE DISTRICT, MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR MONUMENT S.W.C.D., OR MALIN COMMUNITY PARK & RECREATION MOOREA DRIVE SPECIAL ROAD DISTRICT, OR DISTRICT, OR MORO R.F.P.D., OR MALIN IRRIGATION DISTRICT, OR MORROW COUNTY HEALTH DISTRICT, OR MORROW COUNTY UNIFIED RECREATION MALIN R.F.P.D., OR MAPLETON FIRE DEPARTMENT, OR DISTRICT, OR MAPLETON WATER DISTRICT, OR MORROW S.W.C.D., OR MARCOLA WATER DISTRICT, OR MOSIER FIRE DISTRICT, OR MARION COUNTY EXTENSION & 4H SERVICE MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR DISTRICT, OR MT. ANGEL R.F.P.D., OR MARION COUNTY FIRE DISTRICT #1. OR MT. HOOD IRRIGATION DISTRICT, OR MARION JACK IMPROVEMENT DISTRICT, OR MT. LAKI CEMETERY DISTRICT, OR MARION S.W.C.D., OR MT. VERNON R.F.P.D., OR MARY'S RIVER ESTATES ROAD DISTRICT, OR MULINO WATER DISTRICT #1, OR MCDONALD FOREST ESTATES SPECIAL ROAD MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR DISTRICT, OR MULTNOMAH COUNTY R.F.P.D. #10, OR MCKAY ACRES IMPROVEMENT DISTRICT, OR MULTNOMAH COUNTY R.F.P.D. #14, OR MULTNOMAH EDUCATION SERVICE DISTRICT MCKAY DAM R.F.P.D. #7-410, OR MCKENZIE FIRE & RESCUE, OR MYRTLE CREEK R.F.P.D., OR MCKENZIE PALISADES WATER SUPPLY NEAH-KAH-NIE WATER DISTRICT, OR CORPORATION, OR NEDONNA R.F.P.D., OR MCMINNVILLE R.F.P.D., OR NEHALEM BAY FIRE AND RESCUE, OR MCNULTY WATER P.U.D., OR NEHALEM BAY HEALTH DISTRICT, OR MEADOWS DRAINAGE DISTRICT, OR NEHALEM BAY WASTEWATER AGENCY, OR NESIKA BEACH-OPHIR WATER DISTRICT, OR MEDFORD IRRIGATION DISTRICT, OR NESKOWIN REGIONAL SANITARY AUTHORITY, OR MEDFORD R.F.P.D. #2, OR MEDFORD WATER COMMISSION NESKOWIN REGIONAL WATER DISTRICT, OR MEDICAL SPRINGS R.F.P.D., OR NESTUCCA R.F.P.D., OR MELHEUR COUNTY JAIL, OR NETARTS WATER DISTRICT, OR MERLIN COMMUNITY PARK DISTRICT, OR NETARTS-OCEANSIDE R.F.P.D., OR NETARTS-OCEANSIDE SANITARY DISTRICT, OR MERRILL CEMETERY MAINTENANCE DISTRICT, OR MERRILL PARK DISTRICT, OR NEW BRIDGE WATER SUPPLY DISTRICT, OR MERRILL R.F.P.D., OR NEW CARLTON FIRE DISTRICT, OR METRO REGIONAL GOVERNMENT NEW ORLEANS REDEVELOPMENT AUTHORITY, LA NEW PINE CREEK R.F.P.D., OR METRO REGIONAL PARKS METROPOLITAN EXPOSITION RECREATION NEWBERG R.F.P.D., OR COMMISSION NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR METROPOLITAN SERVICE DISTRICT (METRO) NEWPORT R.F.P.D., OR MID COUNTY CEMETERY MAINTENANCE DISTRICT, NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR MID-COLUMBIA FIRE AND RESCUE, OR NORTH ALBANY R.F.P.D., OR MIDDLE FORK IRRIGATION DISTRICT, OR NORTH BAY R.F.P.D. #9, OR MIDLAND COMMUNITY PARK, OR NORTH CLACKAMAS PARKS & RECREATION MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR DISTRICT, OR MILES CROSSING SANITARY SEWER DISTRICT, OR NORTH COUNTY RECREATION DISTRICT, OR MILL CITY R.F.P.D. #2-303, OR NORTH DOUGLAS COUNTY FIRE & EMS, OR NORTH DOUGLAS PARK & RECREATION DISTRICT, MILL FOUR DRAINAGE DISTRICT, OR MILLICOMA RIVER PARK & RECREATION DISTRICT, NORTH GILLIAM COUNTY HEALTH DISTRICT, OR MILLINGTON R.F.P.D. #5, OR NORTH GILLIAM COUNTY R.F.P.D., OR MILO VOLUNTEER FIRE DEPARTMENT. OR NORTH LAKE HEALTH DISTRICT, OR MILTON-FREEWATER AMBULANCE SERVICE AREA NORTH LEBANON WATER CONTROL DISTRICT, OR HEALTH DISTRICT, OR NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR MILTON-FREEWATER WATER CONTROL DISTRICT, NORTH LINCOLN HEALTH DISTRICT, OR NORTH MORROW VECTOR CONTROL DISTRICT, OR MIROCO SPECIAL ROAD DISTRICT, OR NORTH SHERMAN COUNTY R.F.P.D, OR NORTH UNIT IRRIGATION DISTRICT, OR MIST-BIRKENFELD R.F.P.D., OR MODOC POINT IRRIGATION DISTRICT, OR NORTHEAST OREGON HOUSING AUTHORITY, OR MODOC POINT SANITARY DISTRICT, OR NORTHEAST WHEELER COUNTY HEALTH DISTRICT, MOHAWK VALLEY R.F.P.D., OR OR

NORTHERN WASCO COUNTY P.U.D., OR POCAHONTAS MINING AND IRRIGATION DISTRICT, NORTHERN WASCO COUNTY PARK & RECREATION POE VALLEY IMPROVEMENT DISTRICT, OR DISTRICT, OR NYE DITCH USERS DISTRICT IMPROVEMENT, OR POE VALLEY PARK & RECREATION DISTRICT, OR NYSSA ROAD ASSESSMENT DISTRICT #2, OR POE VALLEY VECTOR CONTROL DISTRICT, OR NYSSA RURAL FIRE DISTRICT, OR POLK COUNTY FIRE DISTRICT #1. OR NYSSA-ARCADIA DRAINAGE DISTRICT, OR POLK S.W.C.D., OR OAK LODGE WATER SERVICES, OR POMPADOUR WATER IMPROVEMENT DISTRICT, OR OAKLAND R.F.P.D., OR PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OAKVILLE COMMUNITY CENTER, OR OR OCEANSIDE WATER DISTRICT, OR PORT OF ALSEA, OR OCHOCO IRRIGATION DISTRICT, OR PORT OF ARLINGTON, OR OCHOCO WEST WATER AND SANITARY PORT OF ASTORIA, OR AUTHORITY, OR PORT OF BANDON, OR ODELL SANITARY DISTRICT, OR PORT OF BRANDON, OR OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR PORT OF BROOKINGS HARBOR, OR OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR PORT OF CASCADE LOCKS, OR ONTARIO LIBRARY DISTRICT, OR PORT OF COOUILLE RIVER, OR PORT OF GARIBALDI, OR ONTARIO R.F.P.D., OR OPHIR R.F.P.D., OR PORT OF GOLD BEACH, OR OREGON COAST COMMUNITY ACTION PORT OF HOOD RIVER, OR OREGON HOUSING AND COMMUNITY SERVICES PORT OF MORGAN CITY, LA OREGON INTERNATIONAL PORT OF COOS BAY, OR PORT OF MORROW, OR OREGON LEGISLATIVE ADMINISTRATION PORT OF NEHALEM, OR OREGON OUTBACK R.F.P.D., OR PORT OF NEWPORT, OR OREGON POINT, OR PORT OF PORT ORFORD, OR OREGON TRAIL LIBRARY DISTRICT, OR PORT OF PORTLAND, OR OTTER ROCK WATER DISTRICT, OR PORT OF SIUSLAW, OR OWW UNIT #2 SANITARY DISTRICT, OR PORT OF ST. HELENS, OR OWYHEE CEMETERY MAINTENANCE DISTRICT, OR PORT OF THE DALLES, OR OWYHEE IRRIGATION DISTRICT, OR PORT OF TILLAMOOK BAY, OR PACIFIC CITY JOINT WATER-SANITARY PORT OF TOLEDO, OR AUTHORITY, OR PORT OF UMATILLA, OR PACIFIC COMMUNITIES HEALTH DISTRICT, OR PORT OF UMPOUA, OR PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR PORT ORFORD CEMETERY MAINTENANCE PALATINE HILL WATER DISTRICT, OR DISTRICT, OR PALMER CREEK WATER DISTRICT IMPROVEMENT PORT ORFORD PUBLIC LIBRARY DISTRICT, OR PORT ORFORD R.F.P.D., OR COMPANY, OR PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR PORTLAND DEVELOPMENT COMMISSION, OR PANTHER CREEK ROAD DISTRICT, OR PORTLAND FIRE AND RESCUE PORTLAND HOUSING CENTER, OR PANTHER CREEK WATER DISTRICT, OR PARKDALE R.F.P.D., OR POWDER R.F.P.D., OR PARKDALE SANITARY DISTRICT, OR POWDER RIVER R.F.P.D., OR PENINSULA DRAINAGE DISTRICT #1, OR POWDER VALLEY WATER CONTROL DISTRICT, OR PENINSULA DRAINAGE DISTRICT #2, OR POWERS HEALTH DISTRICT, OR PHILOMATH FIRE AND RESCUE, OR PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR PILOT ROCK CEMETERY MAINTENANCE DISTRICT PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1. OR PILOT ROCK PARK & RECREATION DISTRICT, OR PROSPECT R.F.P.D., OR QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR PILOT ROCK R.F.P.D., OR PINE EAGLE HEALTH DISTRICT, OR QUEENER IRRIGATION IMPROVEMENT DISTRICT, PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR RAINBOW WATER DISTRICT, OR PINE GROVE IRRIGATION DISTRICT, OR PINE GROVE WATER DISTRICT-KLAMATH FALLS, RAINIER CEMETERY DISTRICT, OR RAINIER DRAINAGE IMPROVEMENT COMPANY, OR PINE GROVE WATER DISTRICT-MAUPIN. OR RALEIGH WATER DISTRICT, OR PINE VALLEY CEMETERY DISTRICT, OR REDMOND AREA PARK & RECREATION DISTRICT. PINE VALLEY R.F.P.D., OR PINEWOOD COUNTRY ESTATES SPECIAL ROAD REDMOND FIRE AND RESCUE, OR RIDDLE FIRE PROTECTION DISTRICT, OR PIONEER DISTRICT IMPROVEMENT COMPANY, OR RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, PISTOL RIVER CEMETERY MAINTENANCE RIDGEWOOD ROAD DISTRICT, OR DISTRICT, OR PISTOL RIVER FIRE DISTRICT, OR RIETH SANITARY DISTRICT, OR RIETH WATER DISTRICT, OR PLEASANT HILL R.F.P.D., OR RIMROCK WEST IMPROVEMENT DISTRICT, OR PLEASANT HOME WATER DISTRICT, OR

RINK CREEK WATER DISTRICT, OR SHELLEY ROAD CREST ACRES WATER DISTRICT, RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR SHERIDAN FIRE DISTRICT, OR RIVER MEADOWS IMPROVEMENT DISTRICT, OR SHERMAN COUNTY HEALTH DISTRICT, OR RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR SHERMAN COUNTY S.W.C.D., OR RIVER ROAD PARK & RECREATION DISTRICT. OR SHORELINE SANITARY DISTRICT, OR SILETZ KEYS SANITARY DISTRICT, OR RIVER ROAD WATER DISTRICT, OR RIVERBEND RIVERBANK WATER IMPROVEMENT SILETZ R.F.P.D., OR DISTRICT, OR SILVER FALLS LIBRARY DISTRICT, OR RIVERDALE R.F.P.D. 11-JT, OR SILVER LAKE IRRIGATION DISTRICT, OR RIVERGROVE WATER DISTRICT, OR SILVER LAKE R.F.P.D., OR RIVERSIDE MISSION WATER CONTROL DISTRICT, SILVER SANDS SPECIAL ROAD DISTRICT, OR SILVERTON R.F.P.D. NO. 2, OR RIVERSIDE R.F.P.D. #7-406, OR SISTERS PARKS & RECREATION DISTRICT, OR RIVERSIDE WATER DISTRICT, OR SISTERS-CAMP SHERMAN R.F.P.D., OR ROBERTS CREEK WATER DISTRICT, OR SIUSLAW PUBLIC LIBRARY DISTRICT, OR ROCK CREEK DISTRICT IMPROVEMENT, OR SIUSLAW S.W.C.D., OR ROCK CREEK WATER DISTRICT, OR SIUSLAW VALLEY FIRE AND RESCUE, OR ROCKWOOD WATER P.U.D., OR SIXES R.F.P.D., OR ROCKY POINT FIRE & EMS, OR SKIPANON WATER CONTROL DISTRICT, OR ROGUE RIVER R.F.P.D., OR SKYLINE VIEW DISTRICT IMPROVEMENT ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR COMPANY, OR SLEEPY HOLLOW WATER DISTRICT, OR ROGUE VALLEY SEWER SERVICES, OR ROGUE VALLEY SEWER, OR SMITH DITCH DISTRICT IMPROVEMENT COMPANY, ROGUE VALLEY TRANSPORTATION DISTRICT, OR ROSEBURG URBAN SANITARY AUTHORITY, OR SOUTH CLACKAMAS TRANSPORTATION DISTRICT, ROSEWOOD ESTATES ROAD DISTRICT, OR ROW RIVER VALLEY WATER DISTRICT, OR SOUTH COUNTY HEALTH DISTRICT, OR RURAL ROAD ASSESSMENT DISTRICT #3, OR SOUTH FORK WATER BOARD, OR RURAL ROAD ASSESSMENT DISTRICT #4, OR SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR SAINT LANDRY PARISH TOURIST COMMISSION SOUTH GILLIAM COUNTY HEALTH DISTRICT. OR SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR SAINT MARY PARISH REC DISTRICT 2 SAINT MARY PARISH REC DISTRICT 3 SOUTH LAFOURCHE LEVEE DISTRICT, LA SAINT TAMMANY FIRE DISTRICT 4, LA SOUTH LANE COUNTY FIRE & RESCUE, OR SALEM AREA MASS TRANSIT DISTRICT, OR SOUTH SANTIAM RIVER WATER CONTROL SALEM MASS TRANSIT DISTRICT DISTRICT, OR SALEM SUBURBAN R.F.P.D., OR SOUTH SHERMAN FIRE DISTRICT, OR SOUTH SUBURBAN SANITARY DISTRICT, OR SALISHAN SANITARY DISTRICT, OR SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR SOUTH WASCO PARK & RECREATION DISTRICT, OR SALMON RIVER PARK WATER IMPROVEMENT SOUTHERN COOS HEALTH DISTRICT, OR DISTRICT, OR SOUTHERN CURRY CEMETERY MAINTENANCE SALMONBERRY TRAIL INTERGOVERNMENTAL DISTRICT, OR SOUTHVIEW IMPROVEMENT DISTRICT. OR AGENCY, OR SANDPIPER VILLAGE SPECIAL ROAD DISTRICT. OR SOUTHWEST LINCOLN COUNTY WATER DISTRICT, SANDY DRAINAGE IMPROVEMENT COMPANY, OR SANDY R.F.P.D. #72, OR SOUTHWESTERN POLK COUNTY R.F.P.D., OR SANTA CLARA R.F.P.D., OR SOUTHWOOD PARK WATER DISTRICT, OR SANTA CLARA WATER DISTRICT, OR SPECIAL ROAD DISTRICT #1, OR SANTIAM WATER CONTROL DISTRICT, OR SPECIAL ROAD DISTRICT #8, OR SPRING RIVER SPECIAL ROAD DISTRICT, OR SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR SPRINGFIELD UTILITY BOARD, OR SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, ST. PAUL R.F.P.D., OR STANFIELD CEMETERY DISTRICT #6, OR SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, STANFIELD IRRIGATION DISTRICT, OR STARR CREEK ROAD DISTRICT, OR SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR STARWOOD SANITARY DISTRICT, OR SCAPPOOSE R.F.P.D., OR STAYTON FIRE DISTRICT, OR SCIO R.F.P.D., OR SUBLIMITY FIRE DISTRICT, OR SCOTTSBURG R.F.P.D., OR SUBURBAN EAST SALEM WATER DISTRICT, OR SEAL ROCK R.F.P.D., OR SUBURBAN LIGHTING DISTRICT, OR SEAL ROCK WATER DISTRICT, OR SUCCOR CREEK DISTRICT IMPROVEMENT SEWERAGE AND WATER BOARD OF NEW ORLEANS, COMPANY, OR SUMMER LAKE IRRIGATION DISTRICT, OR SHANGRI-LA WATER DISTRICT, OR SUMMERVILLE CEMETERY MAINTENANCE SHASTA VIEW IRRIGATION DISTRICT, OR DISTRICT, OR SUMNER R.F.P.D., OR

SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR TYGH VALLEY WATER DISTRICT, OR SUNDOWN SANITATION DISTRICT, OR UMATILLA COUNTY FIRE DISTRICT #1. OR SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR UMATILLA COUNTY S.W.C.D., OR SUNNYSIDE IRRIGATION DISTRICT, OR UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, SUNRISE WATER AUTHORITY, OR SUNRIVER SERVICE DISTRICT, OR UMATILLA HOSPITAL DISTRICT, OR SUNSET EMPIRE PARK & RECREATION DISTRICT, UMATILLA R.F.P.D. #7-405, OR UMATILLA-MORROW RADIO AND DATA DISTRICT. SUNSET EMPIRE TRANSPORTATION DISTRICT, OR SURFLAND ROAD DISTRICT, OR UMPOUA S.W.C.D., OR SUTHERLIN VALLEY RECREATION DISTRICT, OR UNION CEMETERY MAINTENANCE DISTRICT, OR SUTHERLIN WATER CONTROL DISTRICT, OR UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, SWALLEY IRRIGATION DISTRICT, OR UNION COUNTY VECTOR CONTROL DISTRICT, OR SWEET HOME CEMETERY MAINTENANCE DISTRICT, UNION GAP SANITARY DISTRICT, OR SWEET HOME FIRE & AMBULANCE DISTRICT, OR UNION GAP WATER DISTRICT, OR SWISSHOME-DEADWOOD R.F.P.D., OR UNION HEALTH DISTRICT, OR TABLE ROCK DISTRICT IMPROVEMENT COMPANY. UNION R.F.P.D., OR UNION S.W.C.D., OR TALENT IRRIGATION DISTRICT, OR UNITY COMMUNITY PARK & RECREATION TANGENT R.F.P.D., OR DISTRICT, OR TENMILE R.F.P.D., OR UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR TERREBONNE DOMESTIC WATER DISTRICT, OR UPPER MCKENZIE R.F.P.D., OR THE DALLES IRRIGATION DISTRICT, OR UPPER WILLAMETTE S.W.C.D., OR VALE OREGON IRRIGATION DISTRICT, OR THOMAS CREEK-WESTSIDE R.F.P.D., OR THREE RIVERS RANCH ROAD DISTRICT, OR VALE RURAL FIRE PROTECTION DISTRICT, OR THREE SISTERS IRRIGATION DISTRICT, OR VALLEY ACRES SPECIAL ROAD DISTRICT, OR VALLEY VIEW CEMETERY MAINTENANCE TIGARD TUALATIN AQUATIC DISTRICT, OR TIGARD WATER DISTRICT, OR DISTRICT, OR TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, VALLEY VIEW WATER DISTRICT, OR VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR TILLAMOOK COUNTY EMERGENCY VERNONIA R.F.P.D., OR COMMUNICATIONS DISTRICT, OR VINEYARD MOUNTAIN PARK & RECREATION TILLAMOOK COUNTY S.W.C.D., OR DISTRICT, OR TILLAMOOK COUNTY TRANSPORTATION DISTRICT, VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, TILLAMOOK FIRE DISTRICT, OR WALLA WALLA RIVER IRRIGATION DISTRICT, OR TILLAMOOK P.U.D., OR WALLOWA COUNTY HEALTH CARE DISTRICT, OR TILLER R.F.P.D., OR WALLOWA LAKE COUNTY SERVICE DISTRICT, OR TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, WALLOWA LAKE IRRIGATION DISTRICT, OR WALLOWA LAKE R.F.P.D., OR TOLEDO R.F.P.D., OR WALLOWA S.W.C.D., OR TONE WATER DISTRICT, OR WALLOWA VALLEY IMPROVEMENT DISTRICT #1, TOOLEY WATER DISTRICT, OR TRASK DRAINAGE DISTRICT, OR WAMIC R.F.P.D., OR TRI CITY R.F.P.D. #4, OR WAMIC WATER & SANITARY AUTHORITY, OR TRI-CITY WATER & SANITARY AUTHORITY, OR WARMSPRINGS IRRIGATION DISTRICT, OR TRI-COUNTY METROPOLITAN TRANSPORTATION WASCO COUNTY S.W.C.D., OR DISTRICT OF OREGON WATER ENVIRONMENT SERVICES, OR TRIMET, OR WATER WONDERLAND IMPROVEMENT DISTRICT, TUALATIN HILLS PARK & RECREATION DISTRICT TUALATIN HILLS PARK & RECREATION DISTRICT, WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR WATSECO-BARVIEW WATER DISTRICT, OR TUALATIN S.W.C.D., OR TUALATIN VALLEY FIRE & RESCUE WAUNA WATER DISTRICT, OR TUALATIN VALLEY FIRE & RESCUE, OR WEDDERBURN SANITARY DISTRICT, OR WEST EAGLE VALLEY WATER CONTROL DISTRICT, TUALATIN VALLEY IRRIGATION DISTRICT, OR TUALATIN VALLEY WATER DISTRICT TUALATIN VALLEY WATER DISTRICT, OR WEST EXTENSION IRRIGATION DISTRICT, OR TUMALO IRRIGATION DISTRICT, OR WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR TURNER FIRE DISTRICT, OR TWIN ROCKS SANITARY DISTRICT, OR WEST MULTNOMAH S.W.C.D., OR TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR WEST SIDE R.F.P.D., OR TWO RIVERS S.W.C.D., OR WEST SLOPE WATER DISTRICT, OR TWO RIVERS SPECIAL ROAD DISTRICT, OR WEST UMATILLA MOSQUITO CONTROL DISTRICT, TYGH VALLEY R.F.P.D., OR OR

WEST VALLEY FIRE DISTRICT, OR WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR WESTERN LANE AMBULANCE DISTRICT, OR WESTLAND IRRIGATION DISTRICT, OR WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR WESTON CEMETERY DISTRICT #2, OR WESTPORT FIRE AND RESCUE, OR WESTRIDGE WATER SUPPLY CORPORATION, OR WESTWOOD HILLS ROAD DISTRICT, OR WESTWOOD VILLAGE ROAD DISTRICT, OR WHEELER S.W.C.D., OR WHITE RIVER HEALTH DISTRICT, OR WIARD MEMORIAL PARK DISTRICT, OR WICKIUP WATER DISTRICT, OR WILLAKENZIE R.F.P.D., OR WILLAMALANE PARK & RECREATION DISTRICT, OR WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY WILLAMETTE RIVER WATER COALITION, OR WILLIAMS R.F.P.D., OR WILLOW CREEK PARK DISTRICT, OR WILLOW DALE WATER DISTRICT, OR WILSON RIVER WATER DISTRICT, OR WINCHESTER BAY R.F.P.D., OR WINCHESTER BAY SANITARY DISTRICT, OR WINCHUCK R.F.P.D., OR WINSTON-DILLARD R.F.P.D., OR WINSTON-DILLARD WATER DISTRICT, OR WOLF CREEK R.F.P.D., OR WOOD RIVER DISTRICT IMPROVEMENT COMPANY, WOODBURN R.F.P.D. NO. 6, OR WOODLAND PARK SPECIAL ROAD DISTRICT, OR WOODS ROAD DISTRICT, OR WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR WY'EAST FIRE DISTRICT, OR YACHATS R.F.P.D., OR YAMHILL COUNTY TRANSIT AREA, OR YAMHILL FIRE PROTECTION DISTRICT, OR YAMHILL SWCD. OR YONCALLA PARK & RECREATION DISTRICT, OR YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT.

K-12 INCLUDING BUT NOT LIMITED TO:

ZUMWALT R.F.P.D., OR

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

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

REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J

SAINT TAMMANY PARISH SCHOOL BOARD, LA

SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE

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SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT

THE CATLIN GABEL SCHOOL

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UMATILLA MORROW ESD

WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT

WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT

ACADEMY FOR MATH ENGINEERING & SCIENCE

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AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS &

MEDICAL SCIENCES, UT

BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT

BEEHIVE SCIENCE & TECHNOLOGY ACADEMY

(BSTA), UT

BOX ELDER SCHOOL DISTRICT, UT

CBA CENTER, UT

CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT

CHANNING HALL, UT

CHARTER SCHOOL LEWIS ACADEMY, UT

CITY ACADEMY, UT

DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT

DAVIS DISTRICT, UT

DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT

EARLY LIGHT ACADEMY AT DAYBREAK, UT

EAST HOLLYWOOD HIGH, UT

EDITH BOWEN LABORATORY SCHOOL, UT

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IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT

JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT. UT

KARL G MAESER PREPARATORY ACADEMY, UT

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LEGACY PREPARATORY ACADEMY, UT

LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT

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NORTH SANPETE SCHOOL DISTRICT, UT

NORTH STAR ACADEMY, UT

NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT

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OQUIRRH MOUNTAIN CHARTER SCHOOL, UT

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QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT

ROCKWELL CHARTER HIGH SCHOOL, UT

SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT

SALT LAKE SCHOOL DISTRICT, UT

SALT LAKE SCHOOL FOR THE PERFORMING ARTS,

IJТ

SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT

SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT

SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT

SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT UINTAH RIVER HIGH, UT UINTAH SCHOOL DISTRICT, UT UTAH CONNECTIONS ACADEMY, UT UTAH COUNTY ACADEMY OF SCIENCE, UT UTAH ELECTRONIC HIGH SCHOOL, UT UTAH SCHOOLS FOR DEAF & BLIND, UT UTAH STATE OFFICE OF EDUCATION, UT UTAH VIRTUAL ACADEMY, UT VENTURE ACADEMY, UT VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT WALDEN SCHOOL OF LIBERAL ARTS, UT WASATCH PEAK ACADEMY, UT WASATCH SCHOOL DISTRICT, UT WASHINGTON SCHOOL DISTRICT, UT WAYNE SCHOOL DISTRICT, UT WEBER SCHOOL DISTRICT, UT WEILENMANN SCHOOL OF DISCOVERY, UT

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LINFIELD COLLEGE

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LOUISIANA STATE UNIVERSITY HEALTH SERVICES

MARYLHURST UNIVERSITY MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE

NATIONAL COLLEGE OF NATURAL MEDICINE

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PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
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PORTLAND STATE UNIVERSITY
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HAWAII

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SOUTHWESTERN OREGON COMMUNITY COLLEGE

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UTAH SYSTEM OF HIGHER EDUCATION, UT

UNIVERSITY OF UTAH, UT UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT

SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT

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OREGON DEPT. OF EDUCATION

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OREGON STATE POLICE

OREGON TOURISM COMMISSION

OREGON TRAVEL INFORMATION COUNCIL SANTIAM CANYON COMMUNICATION CENTER

SEIU LOCAL 503, OPEU

SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF

HAWAII

STATE OF HAWAII

STATE OF HAWAII, DEPT. OF EDUCATION

STATE OF LOUISIANA

STATE OF LOUISIANA DEPT. OF EDUCATION STATE OF LOUISIANA, 26^{TH} JUDICIAL DISTRICT

ATTORNEY STATE OF UTAH