PURSUANT TO A.R.S. §38-431.01, THE GILA COUNTY BOARD OF SUPERVISORS WILL HOLD A MEETING AT THE GILA COUNTY COURTHOUSE, BOARD OF SUPERVISORS' HEARING ROOM, 1400 EAST ASH STREET, GLOBE, ARIZONA. ONE OR MORE BOARD MEMBERS MAY PARTICIPATE IN THE MEETING BY TELEPHONE CONFERENCE CALL OR BY INTERACTIVE TELEVISION VIDEO (ITV). THE MEETING IS ALSO TELEVISED TO THE GILA COUNTY TOMMIE CLINE MARTIN COMPLEX, BOARD OF SUPERVISORS' CONFERENCE ROOM, 707 S. COLCORD ROAD, PAYSON, ARIZONA. THE MEETING ROOMS WILL BE OPEN TO THE PUBLIC AT 9:00 A.M.

Citizens may watch the Board meeting live-streamed at:
https://www.youtube.com/channel/UCkCHWVqrI5AmJKbvYbO-k2A/live

Citizens may submit written comments related to the July 28th Special Meeting agenda by no later than 5 p.m. on Monday, July 27th, by emailing the Clerk of the Board at casrarynezami@gilacountyaz.gov or calling 928-402-4390. Citizens may also submit written comments during the meeting through YouTube. Please include the meeting date, agenda item number, your name, and your residence address in the email.

SPECIAL MEETING - TUESDAY, JULY 28, 2026 - 10:00 A.M.

1. **CALL TO ORDER - PLEDGE OF ALLEGIANCE**

2. **REGULAR AGENDA ITEMS:**

A.	Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on July 21, 2026, in Gila County, Arizona, and declare the results as being official. **(Alfonzo Alvarez)**	Declared Official
B.	Information/Discussion/Action to approve the renewal of Varonis Security Software licensing through CDW Government LLC utilizing OMNIA Partners/City of Mesa Contract No. 2024056-01 for a three (3)-year term in the total amount of $180,264.75, including applicable sales tax, with annual invoicing. **(Carrie Bartling)**	Approved
C.	Information/Discussion/Action to approve Contract No. 212816-01-GC3 with Empire Southwest LLC for *2026 Caterpillar 826 Landfill Compactor Lease-Purchase* for a period of seven years, for a total amount not to exceed	Approved

	$1,300,708.08 plus applicable sales tax. **(Troy White)**	
D.	Information/Discussion/Action to ratify previous expenditures and authorize future expenditures with Payson Concrete and Materials, Inc. for the purchase and delivery of certified aggregate for County-maintained Forest Service roads in an amount not to exceed $754,682.00. **(Troy White)**	Ratified
3.	**CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)**	
A.	Approval of the Board of Supervisors' June 2, 2026, Meeting Minutes.	Approved
4.	**WORK SESSION ITEMS:**	
A.	Information/Discussion on the feasibility and estimated cost of adding a secondary (redundant) internet connection for County buildings. **(Carrie Bartling)**	Discussed
B.	Information/Discussion regarding Monthly Flood Recovery Update. **(Maryn Belling/Thomas Goodman)**	Discussed
C.	Information/Discussion on the Fee Structure Analysis presentation. **(Maryn Belling)**	Discussed

D. Information/Discussion regarding the status of flood recovery projects, associated funding resources, and the 220-day completion timeline requirements for NRCS Emergency Watershed Protection projects. **(Troy White)** — Discussed

E. Information/Discussion regarding the introduction of the Pleasant Valley Veterans Retreat, Inc. Board of Directors, and an update on the organization's activities and accomplishments. **(Cathy Melvin)** — Discussed

F. Information/Discussion regarding the Pleasant Valley Veterans Retreat operational update, including facility utilization, performance indicators, fiscal activity, and capital improvement efforts. **(Michael O'Driscoll)** — Discussed

G. Information/Discussion to receive the Gila County Fairgrounds Operational, Financial, and Capital Improvement Update and offer any recommendations or observations for staff consideration. **(Michael O'Driscoll)** — Discussed

5. **CALL TO THE PUBLIC:** A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(I), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

6. **SUMMARY OF CURRENT EVENTS:** At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

7. **REQUEST FOR FUTURE AGENDA ITEM(S):** Members of the Board of Supervisors may request for future agenda item(s) and/or reports to be presented at an upcoming meeting. The Board of Supervisors may not propose, discuss, deliberate, or take legal action on a request for a future agenda item unless the specific matter is properly noticed for legal action. *Subject to the discretion of the Chairman, the item may be included on a future regular or work session agenda.*

IF SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CONTACT THE RECEPTIONIST AT (928) 425-3231 AS EARLY AS POSSIBLE TO ARRANGE THE ACCOMMODATIONS. FOR TTY, PLEASE DIAL 7-1-1 TO REACH THE ARIZONA RELAY SERVICE AND ASK THE OPERATOR TO CONNECT YOU TO (928) 425-3231.

THE BOARD MAY VOTE TO HOLD AN EXECUTIVE SESSION FOR THE PURPOSE OF OBTAINING LEGAL ADVICE FROM THE BOARD'S ATTORNEY ON ANY MATTER LISTED ON THE AGENDA PURSUANT TO A.R.S. §38-431.03(A)(3).

THE ORDER OR DELETION OF ANY ITEM ON THIS AGENDA IS SUBJECT TO MODIFICATION AT THE MEETING.

ARF-10338 **2. A.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Eric Mariscal, Director
Submitted By: Shane Hicks, Elections Assistant
Department: Elections

Information

Request/Subject

Official Canvass of the July 21, 2026, Gila County Primary Election Results.

Background Information

Arizona Revised Statute (A.R.S.) §16-642 (A) provides that the governing body holding an election shall meet and canvass the election returns not less than six days nor more than twenty days following the election. A.R.S. §16-646 (B) provides that a certified permanent copy of the official canvass be mailed immediately to the Secretary of State. The Secretary of State's Election Procedures Manuel provides that the Board of Supervisors shall: (1) Meet to canvass General Election returns within 10 days after the General Election; and (2) immediately provide a certified permanent copy of the county's official canvass to the Secretary of State.

Evaluation

Gila County conducted a Primary Election on July 21, 2026. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Conclusion

Gila County conducted a Primary Election on July 21, 2026. The Board of Supervisors is required to canvass the returns for this election and send a certified copy of the canvass to the Secretary of State.

Recommendation

The Elections Department Director recommends that the Board of Supervisors review the Primary Election Canvass and declare the results of the election as being official.

Suggested Motion

Information/Discussion/Action to canvass the election results contained in the Official Canvass of the Primary Election held on July 21, 2026, in Gila County, Arizona, and declare the results as being official.
(Alfonzo Alvarez)

Attachments

2026 Primary Election Results BOS Certification Letter

ARS 16-642, 16-646

Stephen Christensen, District I
707 S. Colcord Road
Payson, Arizona 85547
(928) 474-7101
schristensen@gilacountyaz.gov

Tim R. Humphrey, District II
(928) 402-2392
thumphrey@gilacountyaz.gov

Woody Cline, District III
(928) 402-4400
wcline@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Michael O'Drsicoll
County Manager
(928) 402-8805
modriscoll@gilacountyaz.gov

Joshua Beck
Deputy County Manager
(928) 402-8802
jbeck@gilacountyaz.gov

July 28, 2026

The Honorable Adrian Fontes
Arizona Secretary of State
1700 West Washington Street
Phoenix, AZ 85007

Dear Secretary Fontes:

I, the undersigned, being the Chairman of the Gila County Board of Supervisors, do hereby certify that on Tuesday, July, 28, 2026 the Gila County Board of Supervisors canvassed the returns of the July 21, 2026, Primary Election held within Gila County, Arizona, and testify that the tabulation of votes attached hereto is a true and correct copy of all votes cast at said election.

IN WITNESS WHEREOF, I have affixed my signature and the great seal of Gila County at Globe, Arizona, on this 28th day of July 2026.

Sincerely,

_____
Tim R. Humphrey, Chairman

Attest:

_____
Charlotte Asrarynezami, Clerk of the Board

16-642. Canvass of election; postponements

A. The governing body holding an election shall meet and canvass the election not less than six days nor more than twenty days following the election.

B. The governing body of a special district as defined in title 48 shall present to the board of supervisors a certified copy of the official canvass of the election at the next regularly scheduled meeting of the board of supervisors. For purposes of contesting a special district election as described in section 16-673, the canvass is not complete until the presentation to the board of supervisors is made.

C. If, at the time of the meeting of the governing body, the returns from any polling place in the election district where the polls were opened and an election held are found to be missing, the canvass shall be postponed from day to day until all the returns are received or until six postponements have been had.

16-646. Statement, contents and mailing of official canvass

A. When the result of the canvass is determined, a statement, known and designated as the official canvass, shall be entered on the official record of the election district that shall show:

1. The number of ballots cast in each precinct and in the county.

2. The number of ballots rejected in each precinct and in the county.

3. The titles of the offices voted for and the names of the persons, together with the party designation, if any, of each person voted for to fill the offices.

4. The number of votes by precincts and county received by each candidate.

5. For each candidate race in each political subdivision prescribed by section 16-204.01, the number of ballots cast and the number of active registered voters in each political subdivision and portion of a political subdivision for which a candidate may be elected.

6. The numbers and a brief title of each proposed constitutional amendment and each initiated or referred measure voted on.

7. The number of votes by precincts and county for and against such proposed amendment or measure.

B. The certified permanent copy of the official canvass for all offices and ballot measures, except offices and ballot measures in a city or town election and nonpartisan election returns, shall be mailed immediately to the secretary of state who shall maintain and preserve it as a permanent public record.

C. The board of supervisors shall deliver a copy of the official canvass for all offices and ballot measures in the primary and general elections to the secretary of state in a uniform electronic computer media format that shall be agreed on between the secretary of state and all county election officials. The uniform format shall be designed to facilitate the computer analysis of election results for offices and ballot measures that are statewide or are common to more than one county.

D. The certified permanent copy of the official canvass for all offices and ballot measures in a city or town election shall be filed with the appropriate city or town clerk, or in a special district election with the clerk of the board of supervisors, who shall maintain and preserve it as a permanent public record.

ARF-10365 **2. B.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Carolyn Bartling, IT Director
Submitted By: Olivia Todd, Deputy Finance Director
Department: Information Technology

Information

Request/Subject

Approval of the renewal of Varonis Security Software licensing through CDW Government LLC, utilizing OMNIA Partners/City of Mesa Contract No. 2024056-01 for a three (3)-year term in the total amount of $180,264.75, including applicable sales tax, with annual invoicing.

Background Information

On December 5, 2023, the Board of Supervisors approved the acquisition of Varonis Security Software through CDW Government LLC to assist the Information Technology Department with monitoring the County's network for security deficiencies and strengthening the County's cybersecurity program. Since implementation, the software has become an integral component of the County's cybersecurity operations and has assisted the Information Technology Department in addressing findings identified by the Arizona Auditor General.

The current software subscription is approaching expiration. The Information Technology Department requests approval to renew the Varonis software licensing for an additional three (3)-year term through CDW Government LLC. The renewal includes Varonis Hybrid + Managed Data Detection and Response (MDDR) & Copilot Software as a Service (SaaS) subscriptions and Collector Licenses required to maintain the County's existing implementation and continue uninterrupted cybersecurity monitoring capabilities.

The proposed renewal will utilize OMNIA Partners/City of Mesa Contract No. 2024056-01, a competitively solicited cooperative purchasing contract available to participating governmental entities, allowing the County to obtain competitively established pricing without conducting a separate competitive solicitation.

Evaluation

Over the past three (3) years, the Varonis Security Software has provided the Information Technology Department with continuous monitoring capabilities that assist in identifying network security deficiencies and supporting the remediation of Auditor General findings. Renewing the software licensing will allow the County to maintain these capabilities without interruption while continuing to protect the County's information technology infrastructure.

The proposed renewal provides software licensing for a three (3)-year term with annual invoicing. Annual licensing costs are $56,367.96, plus applicable sales tax, for each of the three (3) years. The total cost of the three (3)-year renewal is $180,264.75, including applicable sales tax.

Because this renewal consists solely of software licensing and SaaS subscriptions with no implementation or professional services, no separate County contract is required. Upon Board approval, the County will issue a purchase order in accordance with the terms of the OMNIA Partners/City of Mesa Contract No. 2024056-01 and the vendor's quotation.

Approving the full three (3)-year renewal provides continuity of service, predictable licensing costs, and reduces the administrative effort associated with annual renewal procurements while maintaining competitively established cooperative contract pricing.

Conclusion

Approval of the three (3)-year renewal will allow the Information Technology Department to continue utilizing Varonis Security Software to monitor the County's network, strengthen cybersecurity operations, and support ongoing compliance efforts while utilizing competitively established cooperative contract pricing.

Recommendation

It is the recommendation of the Information Technology Director that the Board approve the renewal of Varonis Security Software licensing through CDW Government LLC utilizing OMNIA Partners/City of Mesa Contract No. 2024056-01 for a three (3)-year term in the total amount of $180,264.75, including applicable sales tax, with annual invoicing.

Suggested Motion

Information/Discussion/Action to approve the renewal of Varonis Security Software licensing through CDW Government LLC utilizing OMNIA Partners/City of Mesa Contract No. 2024056-01 for a three (3)-year term in the total amount of $180,264.75, including applicable sales tax, with annual invoicing. **(Carrie Bartling)**

Attachments

CDW-G Quote No. PXNZ192

OMNIA Partners/City of Mesa Contract No. 2024056-01

Addendum No. 1 to City of Mesa RFP No. 2024056

City of Mesa Request for Proposals No. 2024056

Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

DAVE ROGERS,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
PXNZ192	7/1/2026	VARONIS 3YR	1279721	$180,264.75

IMPORTANT - PLEASE READ

Special Instructions: 3 year term with annual invoicing. Please include below on PO - Year 1: $56,367.96 - Year 2: $56,367.96 - Year 3: $56,367.96

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
VARONIS HYBRID COMPL+MDDR SAAS SUB Mfg. Part#: VHCM-501-750SA Year 1 Varonis Hybrid + MDDR & Copilot SaaS Subscription Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	501	7809048	$108.48	$54,348.48
VARONIS COLLECTOR OP SUB Mfg. Part#: CL-1-5OS Year 1 Collector License Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	2	6191629	$1,009.74	$2,019.48
VARONIS HYBRID COMPL+MDDR SAAS SUB Mfg. Part#: VHCM-501-750SA Year 2 Varonis Hybrid + MDDR & Copilot SaaS Subscription Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	501	7809048	$108.48	$54,348.48
VARONIS COLLECTOR OP SUB	2	6191629	$1,009.74	$2,019.48

QUOTE DETAILS (CONT.)				
Mfg. Part#: CL-1-5OS Year 2 Collector License Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)				
VARONIS HYBRID COMPL+MDDR SAAS SUB Mfg. Part#: VHCM-501-750SA Year 3 Varonis Hybrid + MDDR & Copilot SaaS Subscription Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	501	7809048	$108.48	$54,348.48
VARONIS COLLECTOR OP SUB Mfg. Part#: CL-1-5OS Year 3 Collector License Electronic distribution - NO MEDIA Contract: OMNIA Mesa 2024056-01 (2024056-01)	2	6191629	$1,009.74	$2,019.48

SUBTOTAL	$169,103.88
SHIPPING	$0.00
SALES TAX	$11,160.87
GRAND TOTAL	**$180,264.75**

PURCHASER BILLING INFO	DELIVER TO
Billing Address: GILA COUNTY GCIT ATTN: GCIT 1400 E ASH ST GLOBE, AZ 85501-1483 **Phone:** (928) 425-3231 **Payment Terms:** Net 30 Days-Govt State/Local	**Shipping Address:** GILA COUNTY GCIT DAVE LUHM 745 N ROSE MOFFORD WY GLOBE, AZ 85501 **Shipping Method:** ELECTRONIC DISTRIBUTION
	Please remit payments to:
	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

Josh Batson | (866) 437-4527 | josh.batson@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

About Us | Privacy Policy | Terms and Conditions

This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

http://www.cdwg.com/content/terms-conditions/product-sales.aspx

For more information, contact a CDW account manager.

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City of Mesa

Contract # 2024056-01

for

Information Technology Solutions Products and Services

with

CDW Government LLC

Effective: July 2, 2024

The following documents comprise the executed contract between the City of Mesa, and CDW Government effective July 2, 2024:

I. City of Mesa/CDW-G Signed Contract
II. Supplier's Response to the RFP, incorporated by reference
    a. OMNIA Partners

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Department of Inovation and Technology
Attn: Suzanne Alberts

AND

CDW GOVERNMENT, LLC, ("Contractor")

Mailing Address	230 North Milwaukee Avenue
	Vernon Hills, IL 60061
Remit to Address	75 Remittance Drive, Suite 1515
	Chicago, IL 60675
Attention	Emily Nye
E-Mail	emily.nye@cdwg.com
Phone	973-714-0711
Attention	Chris Andreson
E-Mail	chrande@cdgw.com
Phone	847-371-7149

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this 5th day of July, 2024, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **July 2, 2024** and ending on **July 1, 2028**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a Contractor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

    1.3 **Delivery.** Delivery shall be made to the location(s) contained in the Scope of Work within thirty (30) days after receipt of an order. Title to Products and risk of loss or damage during shipment pass from Contractor to City upon delivery to the destination specified on the applicable purchase order (F.O.B. Destination, freight prepaid and allowed). Contractor agrees to deliver all products to be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all products to the front counter within a given department. For special orders, the Parties agree to negotiate in good faith an alternative delivery date when necessary. Notwithstanding the foregoing, title to software will remain with the applicable licensor(s), and the City's rights therein are contained in the license agreement between such licensor(s) and the City.

2. **Scope of Work**. The Contractor will provide the necessary staff, services and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A.** Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A,** the City will provide Contractor's personnel with adequate workspace and such other related

facilities as may be required by Contractor to carry out the Scope of Work.
The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Parties shall perform in accordance with all terms, conditions, specifications and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders must be placed with the Contractor by either a: (i) Purchase Order when for a one- time purchase; (ii) procurement card; (iii) Delivery Order or Blanket Purchase Order for a requirements contract where multiple as-needed orders will be placed with the Contractor; (iv) Executed Statement of Work (SOW); or (v) Executed Cloud Service Order (CSO) Form. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement. Unless explicitly stated in a separate writing executed by the Parties, the terms and conditions on any order form, quote, or similar document provided by Contractor to the City will not take precedence over the language set forth in this Agreement or any of the documents outlined in Section 4 below.

4. **Document Order of Precedence.** In the event of any inconsistency between the terms of the body of the Agreement, Exhibits, Solicitation, and Response, the language of the documents will control in the following order.

    a. Amendments to the Agreement
    b. Agreement
    c. Exhibits
        1. Mesa Standard Terms & Conditions (Exhibit C)
        2. Pricing (Exhibit B)
        3. Scope of Work (Exhibit A)
        4. Other Exhibits not listed above
    d. Solicitation including any addenda
    e. Contractor's Response

5. **Payment.** Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

6. **Pricing.** Contractor's pricing shall be in the format of a minimum percentage discount off a verifiable price index. Contractor may submit discounts for various manufacturers. At the time of purchase, Contractor may offer deeper discounts beyond the discounted price list, based on volume or other factors, as applicable. Minimum discounts will remain firm during the entirety of the Term of the Agreement, unless the Contractor requests to increase its discount percentage, and Pricing will include all charges that may be incurred in fulfilling requirement(s). In addition to decreasing prices for the balance of the Term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. In the event a product is discontinued, Contractor will provide a product of the same or greater functionality, utilizing the discount structure.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    6.1 **Price Adjustment.** Any requests for reasonable price adjustments must be submitted in accordance with this Section. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment; therefore, Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustment in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

During the sixty (60) day period prior to the expiration of the then-current term date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

6.2 **Renewal and Extension Pricing.** Any extension of the Agreement will be at the same pricing as the initial term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the Parties. Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the Subsection 6.2. There is no guarantee the City will accept a price adjustment.

6.3 **Invoices.** Payment will be made to Contractor following the City's receipt of a properly completed invoice. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable taxes; and
j. Total amount due.

6.4 **Payment of Funds.** Contractor acknowledges the City may, at its option and where available use a Procurement Cardle-Payables to make payment for orders under the Agreement; otherwise, payment will be through a traditional method of a check or Electronic Funds Transfer (EFT) as available.

6.5 **Disallowed Costs, Overpayment.** If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

7. **Insurance.**

7.1 Contractor must obtain and maintain at its expense throughout the Term of the Agreement, at a minimum, the types and amounts of insurance set forth in this Section 7 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

7.2 Nothing in this Section 7 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

7.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

7.4 Each insurance policy required under the Agreement must be in effect at or prior to the execution of the Agreement and remain in effect for the Term of the Agreement.

7.5 Prior to the execution of the Agreement, Contractor will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

7.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

7.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

7.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

7.9 **Types and Amounts of Insurance.** Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

7.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

7.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Contractual Liability. For Commercial General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

7.9.3 Automobile liability, bodily injury and property damage with a limit of $1 million per occurrence including owned, hired and non-owned autos.

8. **Requirements Contract.** Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within three (3) business days of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs

incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after receipt of cancellation including, but not limited to, lost profits, shipment of materials, or performance of services. The City reserves the right to purchase contracted items through other sources if determined in the best interests of the City to do so.

9. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor at the address listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth the Mesa Standard Terms and Conditions that are attached to the Agreement as **Exhibit C.**

10. **Representations of Contractor.** To the best of Contractor's knowledge, Contractor agrees that:

    a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

    b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

    c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

    d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

11. **Mesa Standard Terms and Conditions. Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

12. **Counterparts and Facsimile or Electronic Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

13. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:
    (A) Scope of Work/ Technical Specifications
    (B) Pricing
    (C) Mesa Standard Terms and Conditions

14. **Attorneys' Fees.** The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation related costs and fees from the other Party.

15. **Additional Acts.** The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

16. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: Edward Quedens

Edward Quedens
Printed Name

Business Services Director
Title

7/8/24 09:01 MST
Date

CDW GOVERNMENT, LLC

By: _____

Dario Bertocchi
Printed Name

Vice President, Contracting Operations
Title

July 5, 2024
Date

REVIEWED BY:

By: Ted Stallings
Ted Stallings, CPPB
Procurement Officer II

EXHIBIT A
SCOPE OF WORK

1. **SCOPE OF WORK:** For the purchase of Information Technology Solutions, Products, and Services.

2. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:

    a. Online
    b. Email
    c. Telephone
    d. Fax

3. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

4. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:

    a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

    b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

    c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

    d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

    e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

    f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but

not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

l. Financing: Options available such as lease programs and conditional sales contracts.

5. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

6. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

33. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP and resulting contract(s) is preliminary in nature and intended to provide Contractors with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Contractor's proposal and/or during contract negotiations based on budget considerations.

EXHIBIT B
PRICING

					additional manufacturers/discounts	
Item #	**Product**	**Product / Group**	**Proposed Discount**	**Manufacturer Name**	**Proposed Discount**	**Manufacturer Name**
1.00	Group 1 - Systems	1) Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		2) Notebooks	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		3) Tablets	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		4) Servers (Physical and Virtual) (1 Processor, 2 Processor, 4+ Processor, Blade, Tower, Unix, Handhelds, etc)	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
2.00	Group 2 - Input Devices	5) Keyboards	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		6) Mice	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		7) Imaging Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		8) POS Scanners	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		9) Pointing Devices	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		10) Bar Code Readers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		11) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		12) Input Adapters	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		13) PC and Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		14) Input Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		15) Input Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
3.00	Group 3 - Output Devices	16) Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		17) Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		18) Inkjet Printres	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		19) Inkjet Photo Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		20) Laser Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		21) Label Printers	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		22) Dot Matrix Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		23) Multi-Function Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		24) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		25) Multi-Function Inkjet Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		26) Wide Format Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		27) Fax Machine Printers	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		28) Printer Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		29) Projectors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		30) Projector Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		31) Audio Input	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		32) Video Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		33) Sound Cards	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		34) Output Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		35) Printer Consumables	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
4.00	Group 4 - Memory	36) Desktop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		37) Flash	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		38) Networking	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		39) Notebook	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		40) Printer / Fax	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		41) Server	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
5.00	Group 5 - Storage Devices	42) Adapters Fibre Channel	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		43) Adapters FireWire / USB	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		44) Adapters IDE/ATA/SATA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		45) Adapters RAID	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		46) Adapters SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		47) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		48) Disk Arrays	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		49) Disk Arrays JBOD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		50) Drives Magneto-Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		51) Drives Removable Disks	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		52) Fiber Channel Switches	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		53) Hard Disks - External	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		54) Hard Disks - Fibre Channel	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		55) Hard Disks - IDE/ATA/S	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		56) Hard Disks - Notebook	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		57) Hard Disks - SCSI	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		58) Networking Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		59) Optical Drives - CD-ROM	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		60) Optical Drives - CD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		61) Optical Drives - DVD-CD	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		62) Optical Drives - DVD-RW	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		63) Storage Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		64) Storage - NAS	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		65) Storage - SAN	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		66) Tape Autoloaders -AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		67) Tape Autoloaders - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		68) Tape Autoloaders - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		69) Tape Autoloaders - LTO	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		70) Tape Drives - 4mm	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		71) Tape Drives - 8mm/VXA	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		72) Tape Drives - AIT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		73) Tape Drives - DAT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		74) Tape Drives - DLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		75) Tape Drives - LTO/Ultrium	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		76) Tape Drives SDLT	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		77) Tape Drives - Travan	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
6.00	Group 6 - Network Equipment	78) 10/100 Hubs & Switches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		79) Bridges & Routers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		80) Gigabit Hubs & Swtiches	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		81) Concentrators & Multiplexers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		82) Hardware Firewalls	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		83) Intrusion Detection	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		84) KVM	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		85) Modems	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		86) Network Test Equipment	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		87) Network Adapters	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		88) Network Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		89) Network Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		90) Repeaters & Transcievers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		91) Wireless LAN Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		92) Token Authentication	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		93) 10G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		94) 1G Fiber Optic Transceivers	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
7.00	Group 7 - Software	95) Licensing Packages (e.g. Microsoft)	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		96) Licensing Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		97) Licensing Barcode/OC	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		98) Licensing Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		99) Licensing CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		100) Licensing - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		101) Licensing - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		102) Licensince - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		103) Licensing - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		104) Licensing - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		105) Licensing - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		106) Licensing - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		107) Licensing - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		108) Licensing - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		109) Licensing - Network OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		110) Licensing - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		111) Licensing - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		112) Licensing - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		113) Licensing - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		114) Licensing - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		115) Licensing - Spreadhseet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		116) Licensing - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		117) Licensing - Warranties	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		118) Licensing - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		119) Licensing - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		120) Software - Backup	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		121) Software - Barcode / OCR	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		122) Software - Business Application	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		123) Software - CAD/CAM	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		124) Software - Cloning	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		125) Software - Computer Services	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		126) Software - Database	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		127) Software - Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		128) Software - Entertainment	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		129) Software - Financial	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		130) Software - Flow Chart	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		131) Software - Graphic Design	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		132) Software - Handheld	4.00%	All Manufacturers, excluding Apple	0.50%	Apple

		133) Software - OS	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		134) Software - Personal Organization	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		135) Software - Presentation	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		136) Software - Reference	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		137) Software - Report Analysis	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		138) Software - Spreadsheet	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		139) Software - Utilities	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		140) Software - Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		141) Software - Web Development	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		142) Software - Word Processing	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
8.00	Group 8 - Media Supplies	143) Media - 4mm tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		144) Media - AIT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		145) Media - DAT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		146) Media - DLT tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		147) Media LTO / Ultrium tape drive	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		148) Media - Magneto - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		149) Media - Optical	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		150) Media - SLR tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		151) Media - Travan tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		152) Media - VXA tape	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		153) Media - zip	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
9.00	Group 9 - Collaboration & IP Telephony	154) IP phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		155) Video conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		156) Monitors/TV's	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		157) Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		158) Voice gateways / servers	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		159) Headsets	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		160) Audo conferencing products	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		161) Analog phones	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		162) Accessories	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
10.00	Group 10 - Other	163) Advanced Integration	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		164) Asset Disposal	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		165) Asset Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		166) Cables	15.00%	All Manufacturers, excluding Apple	0.50%	Apple

		167) Cables - custom	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		168) Cables - printer	15.00%	All Manufacturers, excluding Apple	0.50%	Apple
		169) Cloud Sorage and Services (such as Azure, Amazon, Wasabi, etc.)	0.00%	All applicable Cloud providers		
		170) Complex warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		171) Desktop Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		172) Display Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		173) Electronic Services	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		174) Handheld Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		175) Imaging Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		176) Imaging - Camcorders	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		177) Imaging - Digital Cameras	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		178) Intrenal Lab Service	0.00%			
		179) Lab fees	0.00%			
		180) Managed Services	0.00%			
		181) Miscellaneous solutions	0.00%			
		182) Mounting hardware for vehicles	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		183) Networking Warranties	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		184) Notebook Accessories	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		185) Notebook Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		186) PC Lab order services	0.00%			
		187) POS Accessories	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		188) POS Displays	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		189) Power Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		190) Power Surge Protection	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		191) Power UPS	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		192) Server Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		193) Service Charge	0.00%			
		194) System Components	0.00%			
		195) Training Courses	0.00%			
		196) Training Reference Manuals	0.00%			
		197) Warranties - Electronic	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		198) iPAD / Tablet Stylus	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		199) Mouse / Wrist Pads	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		200) Security Locks and Hardware	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		201) Tools	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		203) Document Scanner Accessories	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		204) Flatbed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		205) Mobile Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple

		206) Network Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		207) Sheetfed Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		208) Wide Format Scanners	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		209) Workgroup / Department Scanner	3.00%	All Manufacturers, excluding Apple	0.50%	Apple
		210) Build to Order Desktops	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		211) Nettop	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		212) Point of Sale	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		213) Ultra Small Form Factor	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		214) Apple / Mac Memory Upgrades	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		215) Chips / SIMMs/SIPPs / ROMs	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		216) Computer Cases	3.25%	All Manufacturers, excluding Apple	0.50%	Apple
		217) CPUs / Fans	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		218) Membory Accessories	0.00%			
		219) Motherboards / Chassis	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		220) 1 - 2 port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		221) 3+ port Serial Boards	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		222) Console Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple

		223) Device Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		224) Terminal Server	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		225) Content Management	0.00%			
		226) Firewall / VPN Applicances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		227) Multifunction Security Appliances	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		228) Network Camera Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		229) Network Cameras	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		230) Physical/Environmental Security	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		231) Security Applicance Accessories	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		232) Security Tokens	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		233) Unified Threat Management	7.00%	All Manufacturers, excluding Apple	0.50%	Apple
		234) 2-way Radios / Walkie Talkies	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		235) Apple Notebooks	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		236) Convertible PCs / Slate PCs / iPAD	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		237) iPAD	0.50%	All Manufacturers, excluding Apple	0.50%	Apple
		238) Slate Tablet Computers	4.00%	All Manufacturers, excluding Apple	0.50%	Apple
		239) GPS / PDA	7.50%	All Manufacturers, excluding Apple	0.50%	Apple

		240) Wireless Communication Devices	4.25%	All Manufacturers, excluding Apple	0.50%	Apple
		241) Batteries	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		242) Power Supplies / Adapters	7.50%	All Manufacturers, excluding Apple	0.50%	Apple
		243) Rackmountain Equipment	6.00%	All Manufacturers, excluding Apple	0.50%	Apple
		244) Remote Power Management	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		245) Surge Suppressors	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		246) UPS / Battery Backup	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		247) 14" & smaller LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		248) 15-19" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		249) 15-19" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		250) 15-19" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		251) 20-30" LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		252) 20-30" Wide LCD Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		253) 20-30" Wide LED Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		254) PCoIP and Zero Client Displays	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		255) Arm Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		256) Ceiling Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple

		257) Combo Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		258) Desktop Stands / Risers	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		259) Flat Wlal Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		260) Mount Accessories	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		261) Pole Display	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		262) Stands / Carts / Feet	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		263) Tilt Wall Mounts	5.00%	All Manufacturers, excluding Apple	0.50%	Apple
		264) C-Cure Products	0.00%			
		265) Istar Products	0.00%			
		266) Information Technology/Educational Furniture	6.00%	All Manufacturers, excluding Apple	0.50%	Apple

		SERVICE	STANDARD HOURLY RATE	DISCOUNT FROM STANDARD RATE
11.00	Group 11 - Services	267) Data / Mobility Architect Consultant	See Table 3 below	
		268) Design and Analysis	See Table 3 below	
		269) Cable Technician	See Table 3 below	
		270) Configuration	See Table 3 below	
		271) Engineer	See Table 3 below	
		272) Implementation	See Table 3 below	
		273) Installation	See Table 3 below	
		274) Project Coordinator	See Table 3 below	
		275) Project Manager	See Table 3 below	
		276) Technician	See Table 3 below	
		277) Training	See Table 3 below	
		278) Maintenance & Support	See Table 3 below	

		279) Solution Architect / Consultant	See Table 3 below	
		280) Staff Augmentation Services and Support	See Table 3 below	
		281) Additional Services Offered (please list any additional services offered and applicable discount / fees on a separate page and attach)	See Table 3 below	
12.00	Group 12 - Additional Products/Services Not Identified	See Table 2 below		

CDW•G- City of MESA- Contract Pricing Structure & Management

CDW•G has conformed to the National Pricing Discount structure aligning to the table above- However, CDW•G will manage the resultant contract in accordance with CDW•G's taxonomy in tables below, which shall govern all purchases under the resultant contract - This provides complete representation of CDW•G's offerings aligned with the scope of the RFP, while maintaining continuity for the City and OMNIA PPA's under the incumbent contract.

Pricing will be applied to the resultant contract, as listed in the tables below- Table 1 is based on Discount % off CDW•G's Nationally Advertised Pricing (NAP), publicly verifiable at www.cdwg.com. Additionally, certain Groups and Products such as Cloud offerings under Group 10, Services pricing under Group 11 and Group 12 are highlighted under Table 2 and 3.

Table 1- CDWG Pricing

Category	Minimum Discount off CDW•G Advertised
Accessories (A)	7.50%
Power, Cooling & Racks (B)	5.00%
Desktop Computers (C)	3.25%
Data Storage/Drives (D)	6.00%
Enterprise Storage (E)	6.00%
Point of Sale/Data Capture (F)	4.25%
Servers & Server Management (H)	5.00%
Services (CDW Delivered) (J)*	0.00%
Notebook/Mobile Devices (L)	4.00%
Chromebooks (CBK)	0.00%
NetComm Products (N)	7.00%

Carts and Furniture (O)	6.00%
Printing & Document Scanning (P)	3.00%
Services (Partner Delivered) (Q)*	5.00%
Client Configure-to-Order (R)	3.25%
Software (S)	4.00%
Collaboration Hardware (T)	6.00%
Video & Audio (V)	5.00%
Cables (W)	15.00%
Apple (All Categories)	0.50%

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies ("PPA") a discount off CDW•G Nationally Advertised Pricing (NAP) structure.

Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility, to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases offerings, as cloud offerings evolve, through life of our contract.

The City of Mesa and OMNIA Partners Participating Public Agencies acknowledge that CDW•G is not the provider of the Cloud Services and in purchasing the Cloud Services, City of Mesa, OMNIA Partners, and Participating Public Agencies rely only on the Cloud Service.

Provider's service descriptions and the terms and conditions set forth in the Cloud Provider's Services Terms and Conditions. Accordingly, City of Mesa and OMNIA Partners shall consider the Cloud Service Provider to be the party responsible for providing the Cloud Services and City of Mesa, OMNIA Partners, and its members/participating entities, may be required to execute additional agreements, prior to provisioning/purchase of certain cloud offering.

CDW•G will provide Customer with a discount as a percentage off of CDW•G's Nationally Advertised Price (NAP) for the CDW•G defined Product Categories listed above, provided that Customer references this Agreement when placing an order with CDW•G.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Clarifications
*These are services tied to CDW•G internal taxonomy J and Q, which includes subset of offerings such as configurations, warranty, and specific installation services, and are not subject to a Statement of Work. These do not include the services broken out in the individual tabs, including other professional services, which require a mutually executed Statement of Work between CDW•G and Customer.

Table 2

For group 12, specialized offerings not specifically contemplated under this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA PPA will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Table 3

For Services under Group 11, we have included rate cards with hourly rates/services pricing for the following categories:

Digital Velocity Services
ServiceNow Services
Amplified IT Services
Staff Augmentation Services
Managed Services
Other Professional Services

For all hourly rates proposed by CDW•G in this pricing file and contained within our proposal, our offer is contingent on a 5% year over year escalation, on the contract's annual anniversary date, which will act as a not to exceed rate. Given the timespan between submission and official award and contract start dates, CDW•G reserves the right to impose up to an additional, one-time 5% increase in the first year of this agreement on or after May 1, 2024 to ensure alignment with standard rate adjustments.

CDW•G has been very successful in managing labor rates during unstable market conditions including taking advantage of our vast in-house, in-market resources and certified, approved subcontract pool while also leveraging remote services, where practical and applicable. During the contract term, CDW•G reserves the right to propose changes to labor rate categories to reflect extraordinary market conditions which might impact labor rates and present to City of Mesa and OMNIA Partners for review and approval. City of Mesa and OMNIA Partners will review and approve such rates through a mutually agreed upon amendment no later than 30 calendar days upon presentation.

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW at the end of Tab E in our response.

For any service engagement, if there are applicable Travel and Expenses (T&E) charges, they will be agreed and mutually executed upon in a comprehensive Statement of Work. However, CDW•G will utilize its national footprint of service providers and in-market engineers. We also utilize remote technologies and services where applicable to mitigate such expenses.

Digital Velocity Services	
Role	**Hourly Rate**
DVS F-CTO	$350.00
DVS Digital Strategy Consultant	$305.00
DVS Digital Product Strategist	$270.00
DVS Principal Engineer/Tech Lead	$350.00
DVS Architect	$300.00
DVS Senior Engineer	$250.00
DVS Engineer	$225.00
DVS Associate Engineer	$200.00
DVS Program Manager	$245.00
DVS Sr. Technical Project Manager	$230.00
DVS Technical Project Manager	$205.00
DVS Project Coordinator	$165.00

ServiceNow Solutions Services	
Role	**Hourly Rate**
ServiceNow Associate Project Manager	$165.00
ServiceNow Associate Consulting Engineer	$170.00
ServiceNow Engagement Manager	$235.00
ServiceNow Business Process Consultant	$255.00
ServiceNow Principal Consultant	$275.00
ServiceNow Organizational Change Management Consultant	$275.00
ServiceNow Integration Expert	$250.00
ServiceNow Quality Assurance Expert	$200.00
ServiceNow Solution Architect	$255.00
ServiceNow Technical Consultant/Developer	$220.00
ServiceNow Trainer	$235.00

Managed Services	
Managed Service Basic/Essential/Premium Support for AWS, GCP, and AZURE	**Monthly Price*** Fees are based on a percentage of the customer's actual consumption of AWS, GCP, Azure services
Basic Service - $0 to 10K	As Invoiced
Basic Service - $10K to $250K	As Invoiced
Basic Service - $250K+	As Invoiced
Essential Service - $0 to $35K	As Invoiced
Essential Service - $35 to $75K	As Invoiced
Essential Service - $75K+	As Invoiced

Premium Service - $0 to $100K	As Invoiced
Premium Service - $100K to $250K	As Invoiced
Premium Service - $250K+	As Invoiced
*If CDW•G is billing the customer for Basic consumption, no pricing uplift is applied.	



Basic

Included with CDW billing for cloud consumption

Stand-alone pricing (Consumption direct with vendor):

$49/month if under $1,000
5% = $1,001 to $10,000
3% = $10,001 to $250,000
2.5% = $250,001+



Essential

$400/month if under $2,250
18 % = $2,251 to $35,000
15% = $35,001 to $75,000
12% = $75,001+



Premium

Pick Two

$2,500/month if under $10,000
25 % = $10,001 to $100,000
20% = $100,001 to $250,000
15% = $250,001 +

OS & DB Bundle

$3,000/month if under 10,000
33 % = $10,001 to $100,000
28% = $100,001 to $250,000
23% = $250,001 +

PERCENTAGE BASED ON MONTHLY CLOUD CONSUMPTION

The offered pricing discount below applies to a la carte and bundle packages of Gopher applications.

Amplified IT SaaS Offerings*	
Option	**Discount off MSRP**
Gopher products	2%
Little SIS	2%

SaaS items are priced at a 2% Discount off MSRP. Amplified IT MSRP can be found at the following link: https://www.amplifiedit.com/msrp/

Amplified Services	
Google for Educations (GFE)	
Option	**Discount off MSRP**
GFE Audit - K-12	2%
GFE Audit - Higher Ed	2%
GFE KickStart Package	2%
GFE Support - Support Hours	2%
GFE Support - 20 Support Hours	2%
GFE Support - 40 Support Hours	2%
GFE Support - Adhoc Support Hours	2%
North American GFE Technical Collaborative	2%
GFE Training/Consultancy - Full Day Onsite	2%
GFE Chrome Checkup	2%
Amplified IT Training	
Option	**Discount off MSRP**
Amplified IT Admin Level 1 Certification Training - Self-Paced	2%
Amplified IT Admin Level 2 Certification Training - Self-Paced	2%
Amplified IT Admin Security Specialist Certification Training - Self-Paced	2%
Amplified IT Admin Security Bundle	2%

These services are available to education entities only.

Staff Augmentation Services			
Role	**Standard**	**Mid-Level**	**Senior**
Infrastructure Architects	$170.00	$180.00	$195.00
Solutions Architects	$175.00	$195.00	$215.00
Site Reliability Engineers	$185.00	$195.00	$205.00
Network Administrators	$100.00	$115.00	$125.00

Network Engineers	$135.00	$150.00	$165.00
Network BAs/BSAs	$130.00	$135.00	$140.00
Systems Administrators	$115.00	$130.00	$145.00
Systems Engineers	$140.00	$155.00	$170.00
Systems BAs/BSAs	$135.00	$145.00	$155.00
Storage Engineers	$165.00	$160.00	$195.00
Virtualization Engineers	$135.00	$155.00	$180.00
Salesforce Administrators	$125.00	$155.00	$185.00
Salesforce Engineers	$175.00	$195.00	$215.00
Salesforce Developers	$165.00	$175.00	$185.00
ServiceNow Administrators	$155.00	$165.00	$175.00
ServiceNow Engineers	$165.00	$180.00	$195.00
ServiceNow Developers	$150.00	$165.00	$180.00
SolarWinds Engineers	$165.00	$180.00	$205.00
AWS Engineers	$185.00	$205.00	$225.00
AWS Developers	$170.00	$175.00	$180.00
Azure Engineers	$180.00	$195.00	$215.00
Azure Developers	$135.00	$145.00	$160.00
GCP Engineers	$200.00	$235.00	$265.00
GCP Developers	$200.00	$235.00	$265.00
Front-end Developers	$165.00	$170.00	$175.00
Back-end Developers	$170.00	$180.00	$185.00
Scala Developers	$200.00	$215.00	$225.00
Project Managers	$135.00	$150.00	$165.00
Scrum Masters	$165.00	$180.00	$195.00
DevOps Engineers	$165.00	$175.00	$190.00
Software Development Engineer in Test	$170.00	$180.00	$195.00
InfoSec Analysts	$145.00	$160.00	$175.00
Quality Assurance Analysts	$140.00	$150.00	$160.00
Quality Assurance Engineers	$140.00	$150.00	$160.00

Managed Services Application	
Item	**Rate**
Microsoft System Center Configuration Manager (SCCM) - Gold	$517.50
Microsoft Active Directory - Small Environment 2-10 DCs - Gold	$545.10
DHCP Support add to MS AD above	$155.94
Microsoft Active Directory - Medium Environment 11-20 DCs - Gold	$828.00
Microsoft Active Directory - Large Environment 21+ DCs - Gold	$1,587.00
Microsoft Active Directory Federation Services (ADFS) - Gold	$745.20
Mimix/iTERA for iSeries - Gold (Priced PER "a" and "b" side)	$207.00

Managed Services Backup	
Item	**Rate**
IBM Tivoli Storage Manager Gold	$2,070.00
Commvault RMS Backup Environment SM: 1-250 VMs - Gold	$1,138.50
Cohesity RMS SM: 1-250 VMs - Gold	$1,138.50
Commvault RMS Backup Environment Med: 251-600 VMs - Gold	$1,656.00
Commvault RMS Backup Environment Large: 601-1000 VMs - Gold	$2,070.00
Commvault RMS Backup Environment XL: 1000+ VMs - Gold	$2,622.00
Veeam RMS SM: 1-250 VMs - Gold	$1,138.50
Veeam RMS Med: 251-600 VMs - Gold	$1,656.00
Veeam RMS Lrg: 601-1000 VMs - Gold	$2,070.00
Veeam RMS XL: 1000+ VMs - Gold	$2,622.00
EMC Avamar RMS SM: 1-250 VMs - Gold	$1,138.50
EMC Avamar RMS Med: 251-600 VMs - Gold	$1,656.00
EMC Avamar RMS Lrg: 601-1000 VMs - Gold	$2,070.00
EMC Avamar RMS XL: 1000 VMs - Gold	$2,622.00

EMC Data Domain - Gold	$2,070.00
Microsoft System Center DPM - SM <100 - Gold	$1,656.00
Microsoft System Center DPM - Med 100 - 500 - Gold	$2,070.00
Microsoft System Center DPM - Lrg >500 Gold	$2,622.00
Microsoft System Center DPM - XL - Gold	$3,312.00

Managed Services OS

Item	Rate
Windows - Gold	77.63 O/S
Linux O/S (Red Hat/SUSE) - Gold	$155.94
AIX O/S - Gold	$295.32
IBM System I - Gold	$1,242.00

Managed Services Security

Item	Rate
Cisco ASA - Gold	$560.28
Cisco Firepower Services (Per Sensor) - Gold	$313.26
Cisco Firepower Threat Defense - Gold	$614.10
Palo Alto Firewall wo Panorama - Gold	$523.02
Palo Alto Firewall w Panorama - Gold	$523.02
Palo Alto Panorama - Gold	$253.92
Cisco Identity Services Engine (ISE) - Gold	$513.87
Fortinet Firewall wo FortiManager – Gold	$523.02
Fortinet Firewall w FortiManager – Gold	$523.02
Fortinet FortiManager – Gold	$253.92
Fortinet FortiAnalyzer – Gold	$77.28
Cisco Umbrella - Gold (Per User)	$0.84

Managed Services Virtualization	
Item	**Rate**
VMware ESXi - Gold	$200.10
Nutanix AHV - Gold	$200.10
Microsoft Hyper-V - Gold	$200.10

Managed Services Storage	
Item	**Rate**
Controller: IBM Storage Virtualization (priced per controller) - Gold	$1,035.00
Storage: Disk per 1 TB Raw [For first 100 TB] - Gold	$16.56
Storage: Disk per 1 TB Raw [For TBs over 100 TB] - Gold	$2.21
SAN Switch - Gold	$227.70
Controller: NetApp (Priced per controller) - Gold	$1,035.00
Controller: EMC (Priced per controller) - Gold	$1,035.00
Controller: IBM (Priced per controller) - Gold	$1,035.00

Managed Services UC	
Item	**Rate**
Call Control: Cisco Analog Voice Gateway- Gold	$18.63
Call Control: Cisco CUCM/IM&P Server - Gold	$517.50
Call Control: Cisco Unity Connection (UCONN) - Gold	$379.50
Call Control: Cisco Voice Gateway - Gold	$69.00
Call Control: Cisco Business Edition 6000 Lifeline - Gold	$772.39
Call Control: Cisco Attendant Console (CUxAC) - Gold	$517.50
Call Control: VistaPoint Attendant Console - Gold	$517.50

Call Control: Cisco Call Manager Express - Gold	$172.50
Call Control: Cisco Unified Border Element (CUBE) - Gold	$172.50
Call Control: Cisco Prime License Manager (ELM/PLM) - Gold	$138.00
Call Control: Cisco Prime Collaboration Deployment - Gold	$138.00
911: Cisco Emergency Responder (CER) - Gold	$379.50
Voice Mail: Cisco Unity Express - Gold	$172.50
Notification: InformaCast from Singlewire - Gold	$379.50
Call Experience Testing - 2CPH - Gold	$472.10

Managed Services Contact Center	
Item	**Rate**
Contact Center: Exony Virtual Integration Manager (VIM) - Gold	$450.00
Contact Center: Unified Contact Center Enterprise Server (UCCE) - Gold (Includes: CVP Call Server, CVP Reporting Server, CVP VXML Server, Call Server, Data Server. Administration Server (AW-HDS-DDS), Historical Data Server (HDS), Client Administrative WorkStation (Client AW), Central Controller, Dialer, Logger, CUIC, Rogger, and Peripheral Gateway (PG).)	$434.70
Contact Center: Cisco / Calabrio Quality Management (QM) - Gold	$434.70
Contact Center: Cisco / Calabrio Workforce Management (WFM) - Gold	$386.40
Contact Center: Virtualized Voice Browser (VVB) - Gold	$103.50
Contact Center: UCC Express (UCCX) / Finesse - Gold (Contact Center Express, Cisco Finesse, or IPIVR/VRU)	$434.70
Contact Center: Cisco Unified Intelligence Center - Gold	$432.54
Contact Center: SocialMiner - Gold	$434.70

Contact Center: 2Ring Dashboards and Wallboards - Gold	$434.70
Contact Center: Email Interaction Manager (EIM/WIM/CIM) - Gold	$434.70
Contact Center: Enterprise Chat and Email (ECE) - Gold	$434.70
Contact Center: eGain Analytics - Gold	$386.40
Contact Center: ESNA Cloudlink - Gold	$138.00
CVP: CVP Operations Console - Gold	$386.40
CVP: SIP Proxy (CUSP) - Gold	$193.10
CVP: Ingress Gateway - Gold	$103.50
CVP: VXML Gateway - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Services UC Video	
Item	**Rate**
Cisco WebEx Meetings Server (CWMS) - Gold	$379.50
Cisco WebEx Cloud Connected Audio - Gold	$424.81
Cisco Meeting Place Express - Gold	$379.50
UC Video: Cisco Meeting Server (CMS) - Gold	$207.00
UC Video: Cisco Meeting Manager (CMM) - Gold	$207.00
UC Video: Cisco Telepresence Content Server - Gold	$379.50
UC Video: Expressway-C / Expressway-E - Gold	$207.00
UC Video: Telepresense Management Suite (TMS) - Gold	$517.50
Cisco Webex Hybrid Directory Connector - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Management Node - Gold	$207.00
UC Video: PEXIP Infinity / Infinity Connect Conferencing Node - Gold	$207.00
UC Video: MSE Chassis - Gold	$138.00
UC Video: MCU MSE Blade - Gold	$103.50
UC Video: Gateway (GW) MSE Blade - Gold	$103.50

UC Video: Endpoint Management - Gold	$69.00
UC Video: Telepresense Server Blade - Gold	$103.50
UC Video: Telepresense MCU - Gold	$103.50
Bucher and Suter (Connector for Salesforce.com) - Gold	$138.00

Managed Additional Services	
Item	**Rate**
Managed Services Engineering and Consulting	$240.00

These rates are subject to re-evaluation after the initial contract base term.
Time and materials support - out of scope services
Hourly price is $240
Recurring services are subject to monthly minimum fees and time and materials support is subject to additional terms
Unscheduled after hours support is 2x hourly rate with a 2 hour minimum requirement
Managed Services Application requires a specific Statement of Work executed between the customer and CDW•G.

Other Professional Services	
Role	**Hourly Rate**
Associate Consulting Engineer	$175.00
Consulting Engineer	$215.00
Senior Consulting Engineer	$225.00
Technical Lead / Principal Consulting Engineer	$255.00
Enterprise Consulting Architect	$255.00
Business Consulting Analyst	$245.00
Project Administrator	$165.00
Project Manager	$210.00
Senior Project Manager	$215.00
Enterprise Project Manager, PMO Lead	$230.00
Program Manager	$230.00
Technical Architect	$350.00
Incident Responder/Forensic Analyst	$350.00

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to the City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against the City, Contractor will defend, indemnify and hold harmless the City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of the City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned either in whole or in part without first receiving the City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event the City will have the right at its option to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities in any third parties.

6. **NON-EXCLUSIVITY.** The City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in a writing signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by the City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

a. **General.** Contractor must procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve throughout the term of the Agreement. Upon request, Contractor will demonstrate to the City's satisfaction any programs, procedures, and other activities used to ensure compliance.

b. **Drug-Free Workplace.** Contractor is hereby advised that the City has adopted a policy establishing a drug-free workplace for itself and those doing business with the City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace.

Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel, and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit the City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

ii. A breach of the Contractor Immigration Warranty will constitute as a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of the City.

iii. The City retains the legal right to inspect the papers of all Contractor personnel who provide services under this Agreement to ensure that Contractor or its subcontractors are complying with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any such inspections.

iv. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any subcontractor to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verification performed.

v. Neither Contractor nor any subcontractor will be deemed to have materially breached the Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214 (A).

d. **Nondiscrimination.** Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. Contractor and Contractor's personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and applicable rules in performance under this Agreement.

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6U) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods of services to the City.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement, including by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees as required. If any taxing authority should deem Contractor or Contractor employees an employee of the City, or should otherwise claim the City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, Contractor will indemnify the City for any tax liability, interest, and penalties imposed upon the City.

b. The City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. The City is <u>not</u> exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations due to the City during the performance of Services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due the City or fees and charges owed to the City.

12. **PUBLIC RECORDS.** Contractor acknowledges that the City is a public entity, subject to Arizona's public records laws (A.R.S. § 39-121 et. seq.) and that any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

    a. If Contractor believes document related to the Agreement contains trade secrets or other proprietary data, Contractor must notify the City and include with the notification a statement that explains and supports Contractor's claim. Contractor also must specifically identify the trade secrets or other proprietary data that Contractor believes should remain confidential.

    b. In the event the City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, the City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, the City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. The City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, the City may inspect any and all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by the City. The audit of records may occur at Contractor's place of business or at City offices, as determined by the City. Notwithstanding the foregoing, any Agreement audits must be pursuant to a signed Confidentiality Agreement agreed to by both parties which will be subject to applicable law, including the Arizona Public Records law. Contractor is not required to keep original documents and copies of relevant documents will suffice for the purposes of this provision. The audit must be conducted during regular business hours at a mutually agreeable time and location, and upon reasonable advanced notice of records to be audited.

14. **BACKGROUND CHECK.** The City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement or who will have access to the City's information, data, or facilities in accordance with the City's current background check policies. Any officer, employee, or agent that fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** The City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether or not any individual or entity may provide services under this Agreement. If the City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from the City, remove any such individual from performance of services under this Agreement.

16. **DEFAULT.**

    a. A party will be in default if that party:

        i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or

iv. Fails to carry out any term, promise, or condition of the Agreement.

b. Contractor **will** be in default of this Agreement if Contractor is debarred from participating in City procurements and solicitations in accordance with Article 6 of the City's Procurement Rules.

c. **Notice and Opportunity to Cure.** In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non- defaulting party to provide notice of the default does not waive any rights under the Agreement.

d. **Anticipatory Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made and no written assurance is given within five (5) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. The City may purchase the services required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price, the City may recover the excess cost by: (i) requiring immediate reimbursement to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and/or performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as provided by law. Costs includes any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement, including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement in part or in whole upon thirty (30) calendar days' written notice.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, the City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for the City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** The City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If the City reasonably determines that it does not have funds to meet its obligations under this Agreement, the City will have the right to terminate the

Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, the City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement, Contractor will be entitled only to payment for those services performed up to the date of termination, and any authorized expenses already incurred up to such date of termination. The City will make final payment within thirty (30) calendar days after the City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION/LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from: (i) misconduct by Contractor personnel under this Agreement; (ii) any negligent acts, errors, mistakes or omissions by Contractor or Contractor personnel; and (iii) Contractor or Contractor personnel's failure to comply with this Agreement. However, notwithstanding the prior sentence, any claim shall not be an indemnified claim if such claim or damage was caused in whole by the actions of the City, its employees, agents, contractors or representatives.

b. Contractor will update the City during the course of the litigation to timely notify the City of any issues that may involve the independent negligence of the City that is not covered by this indemnification.

c. The City assumes no liability for actions of Contractor and will not indemnify or hold Contractor or any third party harmless for claims based on this Agreement or use of Contractor-provided supplies or Services.

d. IN THE EVENT OF ANY LIABILITY INCURRED BY CONTRACTOR OR ANY OF ITS AFFILIATES HEREUNDER, INCLUDING INDEMNIFICATION OF CITY BY CONTRACTOR, THE ENTIRE LIABILITY OF CONTRACTOR AND ITS AFFILIATES FOR DAMAGES FROM ANY CAUSE WHATSOEVER WILL NOT EXCEED $5,000,000.00 OVER THE ENTIRE TERM OF THE AGREEMENT.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of Exhibit A. Additionally, Contractor warrants that all services will be performed in a good, workman-like and professional manner, as stated below.

a. Manufacturer's Warranty. The City understands that the Contractor is not the manufacturer of the products purchased by the City hereunder and the only materials (product) warranties offered are those of the manufacturer, not the Contractor or its affiliates unless the manufacturer is the Contractor or its affiliates. THE CONTRACTOR AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY.

b. Services Warranty. City's sole and exclusive remedy with respect to a warranty on the Services provided by Contractor will be, at the sole option of Contractor, to either: (a) use its reasonable commercial efforts to reperform any services not in substantial compliance with this warranty, or (b) refund amounts paid by City related to the portion of the services not in substantial

compliance; provided, in each case, City notifies Contractor in writing within five (5) business days after performance of the applicable Services. City shall be solely responsible for daily back-up and other protection of its data and software against loss, damage or corruption during the performance of services and for any necessary reconstruction thereof.

c. Third Party Services Warranty. In connection with the products (materials), certain services, such as extended warranty service by manufacturers, are sold by the Contractor as a distributor or sales agent ("Third Party Services"). In the case of Third Party Services, the third party will be the party responsible for providing the services to the City and the City will look to the third party for any loss, claims or damages arising from or related to the provision of such Third- Party Services. Any amounts, including, but not limited to, taxes, associated with Third Party Services which may be collected by the Contractor will be collected solely in the capacity as an independent sales agent.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice the City's right to recover against third parties for any loss, destruction, or damage to City property, and will at the City's request and expense, furnish to the City reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the City in obtaining recovery.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees that it is not entitled to deliver any specific amount of materials or services or any materials or services at all under this Agreement and acknowledges and agrees that the materials or services will be requested by the City on an as needed basis at the sole discretion of the City. Any document referencing quantities or performance frequencies represent the City's best estimate of current requirements, but will not bind the City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.**

a. Except as it pertains to the Work Product in Subsection (b) below, all deliverables, services, and information provided by Contractor or the City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, and survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of the City and will not be used or released by Contractor or any other person except with prior written permission by the City.

b. City's rights to Work Product (meaning deliverables to be provided or created individually or jointly in connection with the services, not materials, provided by Contractor, including but not limited to, all inventions, discoveries, methods, processes, formulae, ideas, concepts, techniques, know-how, data, designs, models, prototypes, works of authorship, computer programs, proprietary tools, methods of analysis and other information, whether or not capable of protection by patent, copyright, trade secret, confidentiality, or other proprietary rights, or discovered in the course of performance of this Agreement that are embodied in such work or materials) will be, upon payment in full, a non-transferable, non-exclusive, royalty-free license to use such Work Product solely for City's internal use. City obtains no ownership or other property rights thereto. City agrees that Contractor may incorporate intellectual property created by third parties into the Work Product and that City's right to use such Work Product may be subject to the rights of, and limited by agreements with, such third parties

29. **USE OF NAME.** Contractor will not use the name of the City of Mesa in any advertising or publicity without obtaining the prior written consent of the City.

30. **PROHIBITED ACTS.** Pursuant to A.R.S. § 38-504, a current or former public officer or employee within the last twelve (12) months shall not represent another organization before the City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment or over which they had a substantial or material administrative discretion.

Further, while employed by the City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at the City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS.** Contractor agrees to bear all risks of loss, injury, or destruction of Contractor's goods or equipment incidental to providing these services and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage to City real property or damage or loss of City personal property when such property is the responsibility of or in the custody of Contractor or its employees.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow the City to use, the materials and services being provided and that the City may use same without suit, trouble or hindrance from Contractor or third parties. Notwithstanding the foregoing, title to third party software, the licenses to which are resold by Contractor, will remain with the third party. City's rights in such software are specified in the license agreement between such third party and City

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the foregoing, Contractor will at its expense defend the City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret or other intellectual property right (collectively "Claim") and must, without limitation, pay the costs, damages and attorneys' fees awarded against the City in any Claim, or pay any settlement of such Claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its sole option and its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for the City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years based on a five (5) year straight line amortized basis. The forgoing provisions in this Section state the entire liability of Contractor and the sole and exclusive remedy of the City with respect to any Claim. Contractor shall have no liability or obligation to the City to the extent any Claim is based upon: (i) any combination of anything provided by Contractor with other software, hardware or other materials not authorized by Contractor or manufacturer; or (ii) any addition to, or modification of, anything provided by Contractor made after delivery to the City by any person other than Contractor.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the Purchasing Administrator and/or an authorized representative from the using department. All questions regarding the contract will be referred to the administrator for resolution. Supplements may be written to the contract for the addition or deletion of services. Payment will be negotiated and determined by the contract administrator(s).

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will within five (5) calendar days of the unforeseeable circumstance notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so, or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed

upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** This contract is available through National OMNIA Partnersto agencies nationwide. The City has also entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies through National IPA or SAVE in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

    A contractor, subcontractor or vendor or any employee of a contractor, subcontractor or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

    Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors and their employees will not provide services on school district properties until authorized by the school district.

    Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The City is not responsible for any disputes arising out of transactions made by others. The City is not a party to any agreements between the Contractor and National IPA, National IPA and other agencies, the Contractor and other agencies, or any third-party contracts in any way related to this Agreement or the cooperative use of this Agreement.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be (i) personally delivered; (ii) sent via certified or registered mail, postage prepaid; (iii) sent via overnight courier; or (iv) sent via email or facsimile. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, email or facsimile, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary

to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to Arizona Revised Statutes Sections 1-501 and 1-502, any person who applies to the City for a local public benefit (the definition of which includes a grant, contract or loan) must demonstrate his or her lawful presence in the United States. As the Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes as applicable.

47. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS duringthe Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City aresubcontracted to third parties.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. **DEFAULT.**

1.1. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;
ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;
iii. Conducts business in an unethical manner as set forth in the City Procurement Rules Article 7 or in an illegal manner; or
iv. Fails to carry out any term, promise, or condition of the Agreement.

1.2. Contractor will be in default of this Agreement if Contractor is debarred from participating in City procurements and Solicitations in accordance with Article 6 of the City's Procurement Rules.

1.3. Notice and Opportunity to Cure. In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

Anticipatory **Repudiation.** Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event, demand is made and no written assurance is given within ten (10) calendar days, the City may treat this failure as an anticipatory repudiation of the Agreement entitling the City to terminate the Agreement in accordance with section 17(a) below.

Agreed ■ NA ☐ Exception:

2. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

2.1. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

2.2. The City may purchase the services or materials required under the Agreement from the open market, complete the required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, the City may recover the excess cost by: (i) requiring immediate reimbursement by the Contractor to the City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

2.3. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

2.4. Neither party will be liable for incidental, special, or consequential damages.

Agreed ■ NA ☐ Exception:

3. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by the City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

Agreed ■ NA ☐ Exception:

4. **TERMINATION FOR CONVENIENCE.** The City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

   Agreed ■ NA ☐ Exception:

5. **NONDISCRIMINATION.** Contractor understands and acknowledges that it is the policy of the City of Mesa to promote non-discrimination. As such, Contractor represents and warrants that it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, national origin, age, disability, religion, sex, sexual orientation, gender identity and expression, veterans' status, marital status, or genetic information, and represents and warrants that it complies with all applicable federal, state, and local laws and executive orders regarding employment. In performance under this Agreement, Contractor and Contractor's personnel will comply with applicable provisions of the following laws (as amended): Title VII of the U.S. Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.), and any other applicable non-discrimination laws and rules.

   Agreed ■ NA ☐ Exception:

6. **DAVIS-BACON ACT.** For all prime construction contracts in excess of $2,000, all transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

   Agreed ■ NA ☐ Exception:

7. **COPELAND "ANTI-KICKBACK" ACT.**

   7.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

   7.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

   7.3. 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.

   Agreed ■ NA ☐ Exception:

8. **CONTRACT WORK AND SAFETY STANDARDS ACT.** Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts in excess of $100,000 that involve the employment of mechanics or laborers each contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

   8.1. 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.

   8.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation 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 this section, in the sum of $26 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 this section.

8.3. Withholding for unpaid wages and liquidated damages. The City 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 this section.

8.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in 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 this section.

Agreed ■ NA ☐ Exception:

9. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If this Contract is for the performance of experimental, developmental, or research work, including any assignment, substitution of parties, or subcontracts, the City and the Contractor shall 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.

Agreed ■ NA ☐ Exception:

10. **CLEAN AIR ACT.** The contractor agrees to:

10.1. 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.

10.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the required Federal Agencies.

10.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000.

Agreed ■ NA ☐ Exception:

11. **FEDERAL WATER POLLUTION CONTROL ACT.**

11.1. 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.

11.2. The contractor agrees to report each violation to the City and understands and agrees that the City, in turn, report each violation as required to assure notification to the required Federal Agencies.

11.3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Agreed ■ NA ☐ Exception:

12. **DEBARMENT.** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation. Debarment status will be verified using the federal System for Award Management (SAM).

Agreed ■ NA ☐ Exception:

13. **ACCESS TO RECORDS.** Offeror agrees that the City 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.

    Agreed ■ NA ☐ Exception:

14. **RECORDS RETENTION.** When federal funds are expended by the City 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 these records as required for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

    Agreed ■ NA ☐ Exception:

15. ENERGY POLICY AND CONSERVATION ACT. Contractor must comply with 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. §6201).

    Agreed ■ NA ☐ Exception:

16. BUY AMERICA. The Buy America requirements apply to construction contracts and acquisitions for goods or rolling stock valued at more than $100,000. The Contractor agrees to comply with 49 U.S.C. §5323(j) and its implementing regulations at 49 CFR Part 661, any amendments thereto and any implementing guidance issued by the FTA.

    Agreed ■ NA ☐ Exception:

17. **APPLICABILITY TO SUBCONTRACTORS.** Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

    Agreed ■ NA ☐ Exception:

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

    Agreed ■ NA ☐ Exception:

19. **BYRD ANTI-LOBBYING AMENDMENT.** 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.

    19.1. 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.

    19.2. 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.

19.3. This certification shall be included in 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.

Please check the appropriate box:

■ No funds have been used or are planned to be used for lobbying in connection with this contract, or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of funds for lobbying in connection with this contract.

Agreed ■ NA ☐ Exception:

Offeror agrees to comply with the requirements in these Terms and Conditions as well as all federal, state, and local laws, rules, regulations, and ordinances, as applicable.

Company Name: CDW Government LLC

Phone Number: 813-462-4023 email address: dariber@cdw.com

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations

Signature of Authorized Representative: Dario J. Bertocchi Digitally signed by Dario J Bertocchi Date: 2023.12.18 09:31:29 -06'00' Date: December 15, 2023

EXECUTIVE SUMMARY

As a testament to the City of Mesa's commitment to delivering the highest quality of services and vision to be leaders in procurement and strategic sourcing, CDW•G recognizes that the City has taken on a significant undertaking as the lead agency for this OMNIA Partners agreement. As a current contract holder, CDW•G is uniquely positioned to deliver a comprehensive contracting solution that simplifies buying and removes the complexity of developing and implementing IT solutions. We are committed to providing continual value and efficiency to the procurement process and have the experience and comprehensive offering to meet the City of Mesa and OMNIA Partners' needs.

Affirming our ability to create value for the City of Mesa and OMNIA Partners, in 2022, we received the Global Customer Value Leadership Award from Frost & Sullivan for the second year in a row. This award is presented to a company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products.

Breadth of Offerings

Since our last response to the City of Mesa and OMNIA Partners, CDW•G has undergone significant growth to continue to meet your needs in the vastly changing technology landscape. In the last year alone, we have expanded our solutions and services offering across cloud services, software development, data orchestration, ServiceNow expertise, education sector consulting, security, and systems integration. Currently, we offer more than 100,000 products from more than 1,100 different manufacturers and software publishers and are committed to expanding our products, solutions, and services to continue to meet the City of Mesa and OMNIA Partners' needs.

Local Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of our State, Local, and Education (SLED) customers. With a local presence and national reach throughout the US, our team is ready to continue serving the City of Mesa and OMNIA Partners. As you may be aware, we have coworkers in offices and remote locations in or near every major city in the US; we have 1 office nearby in Tempe, Arizona, and nearly 400 coworkers who reside in AZ.



Figure 1. US Office Locations

CDW•G and OMNIA Partners

CDW•G has been managing OMNIA contracts for 15+ years. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and

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2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings.

Small and Diverse Impact Across Local Communities

CDW•G is proud to have a robust Business Diversity Program that actively contributes to the growth of small, diverse partners and makes positive community impact. CDW's diverse spend in 2022 was $3.6B; as a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B was solely from CDW•G. As a responsible market leader, CDW•G has the privilege, opportunity, and responsibility to partner with diverse business partners and bring them with us to every opportunity. Through our robust partner network, we can seamlessly integrate partners with the necessary capabilities into our business model, offering small and diverse businesses access to our resources while striving toward an equitable and inclusive society.

Sector-Specific Organization and Expertise

CDW•G was formed in 1998 to create a company with an exclusive public sector focus. The City of Mesa and OMNIA Partners have access to regionally based, segment-focused, dedicated CDW•G Account Teams. This segmentation ensures that CDW•G meets all your needs while supporting your vision and mission. CDW•G is among the largest education technology solutions providers as a trusted IT partner to more than 15,000 K-12 schools, as well as approximately 3,000 colleges and universities.

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TAB C
PROPOSAL QUESTIONNAIRE

PROPOSAL QUESTIONNAIRE RESPONSE

The City will evaluate and score Attachment A, Attachments C, D, and E (those responses deemed necessary to evaluate proposers qualifications and approach).

Questionnaire Instructions

Respondents must respond to each question by using the response box provided, failure to do so may result in your firm's response being found non-responsive.

Respondents must read and complete the Response Questionnaire of this RFP and provide any documentation required to support the answers to each question. Vague or disorganized Responses that do not allow sufficient information for evaluation purposes may result in rejection of a Response.

If your firm has prior experience working with the City DO NOT assume this prior work is known to the evaluation committee. All Respondents are evaluated on the information contained in their Response and presentations, if requested. All Responses must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects.

Responses to the questionnaire and related documents and exhibits are to be organized in the same sequence as presented in the questionnaire. Supporting documents and exhibits not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

How to Respond

The Respondent should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.

Minimums Qualification

The following requirement(s) have been identified as minimums for this procurement. A "No" response to any of the following question(s) (**1**) may be deemed non-responsive and the firm will be removed from the evaluation process.?

Explanation

The contractor shall provide an explanation to each question/specification, and it is your firm's responsibility to ensure that your explanation supports the chosen response (Yes, No). The City reserves the right to correct any Contractor selected response based on Contractor's explanation to each question/specification. Proposers will be scored on selected response (yes or no) and explanations given.

		Complies		***Explanations***
1.	Contractor shall have been in the business of providing the products and services described in this RFP for at least two (2).	Yes No	☒ ☐	Yes, CDW•G confirms we have been in the business of providing the products and services described in this RFP for at least two years. In fact, CDW was founded in 1984 and has sustained consistent growth since then. Specific to the public sector, we formed CDW•G in 1998 to focus on the needs of federal, state, local, and education customers. We have been providing

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	IT products and services for nearly 40 years. In addition, we have been managing OMNIA Partners contracts for more than 15 years, providing the products and services described in this RFP. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Firms Qualifications and General Information

	Question	Response
1.	Brief history and description of Supplier to include experience providing similar products and services.	Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. Our broad array of products and services ranges from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure, and digital experience. Our unique company structure provides the City of Mesa and OMNIA Partners with products and services only a large national reseller can provide, combined with a local presence typical of a small business. Account Teams are segmented by agency type, Education (K-12/Higher Ed) or Government (State and Local/Federal), and by region. To provide the City of Mesa and OMNIA Partners with one contact who is knowledgeable of every nuance of their organization, every customer has a dedicated CDW•G Account Manager as their primary point of contact. Customers in the largest markets also have the support of a local Advanced Technology Account Executive (ATAE) in the field to facilitate onsite meetings and in-depth technical conversations. CDW•G is one of the largest technology solution providers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers and software publishers. For the full list of our manufacturers and software publishers, please see our line card in Tab D, Exhibit 1. We have a large original equipment manufacturer (OEM) and software publisher presence in our offices across the country and are supported in the field by Advanced Technology Account Executives. CDW•G delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and the City of Mesa and OMNIA Partners Participating Public

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		Agencies' preferences. With subject matter experts able to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement, CDW•G offers flexibility in how customers engage with and buy from us. We pride ourselves on our innovation and a ceaseless desire to deliver an excellent customer experience. We have over 15 years of experience managing OMNIA Partners agreements. Through our contract management capabilities and nationwide state, local, and education (SLED) sales force, we have successfully expanded contracts and member utilization rates. We hold three master agreements, which include Region 4 ESC – TX - Technology Solutions, Products and Services, City of Mesa - Information Technology Solutions & Services, and Region 4 ESC – TX – Total Cloud Solutions. Additionally, we maintain ongoing strategic cadences with OMNIA Partners to drive contract utilization through enablement and marketing activities. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.
2.	Total number and location of salespersons employed by Supplier.	We currently employ approximately 15,000 coworkers globally across 51 different office locations in the US, including one office in Tempe, Arizona. In total, CDW has more than 4,200 salespersons, with approximately 1,500 salespersons at CDW•G dedicated to public sector agencies. To provide the best experience to our customers, CDW•G's sales force is segmented into four verticals: Higher Education, K-12 Education, Federal Government, and State and Local Government. Each team is further regionalized, allowing our Account Managers and Advanced Technology Account Executives (ATAEs) to dive deep into communities and build relationships with localized areas. We have provided visuals for our State and Local, K-12, and Higher Education segmentation as well as locations of our coworkers in Tab D, Exhibit 2.
3.	Number and location of support centers (if applicable) and location of corporate office.	We have 51 offices and two distribution centers around the United States, including one office in Tempe, Arizona. Our technical support technicians are based out of our Holmdel, NJ, location. CDW•G is headquartered at 230 N. Milwaukee Ave. Vernon Hills, IL 60061. **Offices and Distribution Centers** ▪ Arizona: Tempe ▪ California: Glendale, Irvine, San Diego ▪ Colorado: Centennial ▪ Connecticut: Shelton

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		▪ Florida: Boca Raton, Tampa ▪ Georgia: Atlanta ▪ Illinois: Chicago, Elk Grove Village, Rosemont, Vernon Hills* ▪ Indiana: Carmel, Indianapolis ▪ Iowa: West Des Moines ▪ Kansas: Overland Park ▪ Maryland: Columbia, Crofton ▪ Michigan: Detroit, Grand Rapids ▪ Minnesota: Bloomington, Minneapolis ▪ Missouri: St. Louis ▪ Nebraska: Omaha ▪ New Jersey: Cherry Hill, Holmdel ▪ New York: New York City (2), Pittsford, Syracuse ▪ Nevada: North Las Vegas* ▪ North Carolina: Charlotte, Greensboro, Raleigh ▪ Ohio: Cincinnati, Cleveland, Columbus ▪ Oregon: Portland ▪ South Carolina: Greenville ▪ South Dakota: Sioux Falls ▪ Tennessee: Nashville ▪ Texas: Austin, Dallas, Houston, San Antonio ▪ Utah: Midvale ▪ Virginia: McClean, Reston ▪ Washington: Bellevue, Seattle ▪ Wisconsin: Appleton, Madison, Milwaukee *distribution center In addition to our office locations, CDW•G's technical engineering team is national and will travel to customer locations. We also leverage CDW•G partners to provide local capability/services outside of our 51 support centers.
4.	Describe any debarment or suspension actions taken against supplier	As of the date of this submittal, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended.
5.	Is your firm in the process of being sold.	Yes ☐ No ☒ If yes, please explain:
6.	List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal. References should be current customers and verifiable and should be able to comment on the Offeror's related experience.	Contact and required information for each of the following references are below.

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A government agency is defined as Federal, State, County, City/Town, State/Local University/College, and School Districts.	
• Name of agency/firm • Contact person(s) with direct knowledge of the proposed solution and services provided. • Phone number • E-mail address • Products and Services provided • Length of business relationship (time)	**Response Below**
Reference #1:	▪ **Name of agency/firm:** University of California, Los Angeles (UCLA) ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Soren Bondesen ▪ **Phone number:** 310-794-6063 ▪ **E-mail address:** sbondesen@finance.ucla.edu ▪ **Products and Services provided:** Full Catalog of Hardware, Software and Services, including Staff Augmentation Services ▪ **Length of business relationship (time):** 11+ years University of California, Los Angeles, (UCLA) is a public research university that serves 50,000+ students and nearly 8,000 faculty members. With a vast array of degree programs and areas of study, including Law, Public Health, Hospitality, Medicine, and Theater, UCLA requires an IT provider that can meet the needs of a diverse set of students, faculty, and interests. Whether classroom technology, security and storage, audiovisual equipment, software renewals, keyboards, or staff augmentation services – UCLA depends on CDW•G to provide what they need. We support not only their IT Department but also any other department that might require IT products, like their medical school or hospitality department. Recently, UCLA has taken advantage of our Staff Augmentation Services to fill in gaps in one of their departments. We have an extensive database of candidates and save UCLA stakeholders time by finding candidates, conducting interviews, and handling paperwork. As one of our largest customers on the current City of Mesa and OMNIA Partners contract, UCLA benefits from a simplified procurement process, a knowledgeable team for all of their solution needs, and a dedicated CDW•G Account Manager to process multiple orders a day.

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Reference #2:	▪ **Name of agency/firm:** Michigan Department of Technology, Management, and Budget (DTMB) ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Mary Ladd ▪ **Phone number:** 517-763-0320 ▪ **E-mail address:** laddm@michigan.gov ▪ **Products and Services provided:** CDW•G's full catalog of products, solutions, and services, including Security Software, Network Management Software, Networking Products, Support Services, and more. ▪ **Length of business relationship (time):** 7 years – since August 2016 Michigan DTMB supports the business operations of Michigan state agencies through a variety of services and aims to optimize enterprise-wide business, financial, and technical services. DTMB budget services more than 50,000 end users across the State and more than 20 departments, including the Secretary of State and Treasury. CDW•G's relationship with Michigan began in 2016 when they sought a vendor who had relationships with numerous OEMs and could offer various products, services, and solutions. DTMB benefits from our ability to sell various OEM brands and our high-level partnerships with these OEMs. We offer DTMB our full catalog of products, services, and solutions while our purchasing size and scale deliver the best value to the State.
Reference #3:	▪ **Name of agency/firm:** City of Tempe, Arizona ▪ **Contact person(s) with direct knowledge of the proposed solution and services provided:** Scott Campbell, Chief Information Security and Compliance Officer ▪ **Phone number:** 480-350-8948 ▪ **E-mail address:** scott_campbell@tempe.gov ▪ **Products and Services provided:** Staff Augmentation, Information Security Consulting, Incident Response Playbook Development ▪ **Length of business relationship (time):** 7 years The City of Tempe IT Department supports more than 1,600 City employees with a population of around 185,000 constituents. Like many mid-size municipalities, their IT Department found themselves needing additional help; however, they required a partner who understood what that help looked like and knew when it was time to move forward, executing on the budget quickly, effectively, and responsibly. CDW•G focused on relationship building with key IT stakeholders, gaining trust and mindshare, and proving our

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	long-term alignment to help drive exceptional outcomes for citizens and employees. Presenting a full stack of services offerings, the City of Tempe was able to choose resources that best aligned with yearly initiatives and requirements. Using the City of Mesa OMNIA Partners contract as the procurement vehicle, CDW•G delivered on several critical services. From simply providing a network security resource to help around the margins, to providing information security ad hoc services for consulting, we have been able to continuously augment the skills of Tempe's full-time IT staff to help them deliver on their goals.
NOTE: • References listed will not be held confidential and the City will not honor Respondent's request to keep the information confidential. • Initial evaluation - Respondents will be evaluated based on the information requested and provided by references. • The City reserves the right, but does not have the obligation, to contact any or all the provided references. Proposers are encouraged to provide detailed information about each reference in the Response Questionnaire as the City may not directly contact a reference and, instead, use the information provided about a reference in the Response for evaluation. • The City reserves the right to contact additional clients or persons for references.	
7. Describe how supplier differentiates itself from its competitors.	CDW•G is a partner dedicated to walking next to our customers every step of the way in their technology journey. A significant priority in SLED IT initiatives is flexible, adaptable technology that can securely enable user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement and Information Technology officers need to understand their options, and SLED agencies need to know their products are securely sourced. CDW•G is uniquely positioned to serve OMNIA Partners Participating Public Agencies and is differentiated in the following areas: ▪ Business diversity programs and local impact ▪ Experience with OMNIA and OMNIA Partners Participating Public Agencies ▪ Best-in-class contract management ▪ Technical innovation ▪ Secure supply chain and distribution model

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	▪ Depth and breadth of solutions across hardware, software, cloud, cloud marketplace, professional services, managed services, and staff augmentation ▪ Past performance of successfully guiding OMNIA Participating Public Agencies through technological and industry change ▪ Public sector expertise with dedicated sales and technical resources aligned by industry A detailed description of each area of differentiation is provided below. **Robust Business Diversity Program** CDW•G is proud of our Business Diversity Program, and we believe that the structure and depth of our program are significant differentiators for each of our customers. While we are not a M/WBE-certified company, our program seeks to empower diverse and local companies in the communities we serve nationwide. Instead of simply checking the box to meet requirements, we curate a unique network of quickly deployable diverse business partners. This approach embodies the goals of our customers by creating a multiplier effect that drives job creation and contributes to lasting economic empowerment in the communities we serve. Our program allows the City of Mesa and OMNIA Partners to support their local communities through everyday IT procurement. We work closely with the City of Mesa and OMNIA Partners Participating Public Agencies to find qualified, small and/or diverse suppliers to meet your goals, based on your requirements and needs. In 2022, CDW spent $3.6B with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we partner with on a regular basis. As a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B (nearly 64%) in 2022 was solely from CDW•G.

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Also in 2022, we more than doubled the size of our Business Diversity Program team to ensure that we take a customized, regional approach to better serve our diverse partners and establish local economies of scale. Our team understands the specific requirements that different states have and helps customers navigate, establish, and magnify impact, under their diversity goals. In Arizona, we've contributed the following in 2022**:**



Figure 1. 2022 Economic Impact in Arizona

CDW•G prides itself on having a strategic program that puts our Business Diversity partners first. Unlike some value-added resellers (VARs) that see diversity requirements as a box to check, we find these requirements as a way to partner with local businesses and help them grow. Our goal is for these local, diverse companies to become long-term strategic partners of both our customers and CDW•G. We provide greater insight into our Business Diversity Program in question 2 of Firm's Method and Approach below.

OMNIA Partnership Experience

Our sales force is well-versed in growing contracts and is also experienced in discussing the value of OMNIA Partners contracts. We believe the contract structure that the City of Mesa and OMNIA Partners offer, combined with our expertise in supporting dynamic procurement solutions with our broad customer ecosystem, provides a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that

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	our customers often encounter. We understand the value of OMNIA Partners and its contracts and have been successful in expanding this contract to our customers. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings. Continuing to contract with CDW•G provides the City of Mesa and OMNIA Partners Participating Public Agencies with a secure partnership with a proven track record of positioning the contract nationwide and expanding the contract footprint among all SLED-eligible entities. **Contract Management Experience** While we manage numerous public sector contracts, we believe it is the breadth of our contracts and the emphasis we place on contract compliance, company-wide, that allows us to be a leader in contract management. Many suppliers have well-established delivery and installation procedures but lack the plan or personnel to ensure compliance throughout the contract's complete lifecycle. A major differentiator for CDW•G is our Program Management Team, a group of coworkers devoted to the full lifecycle of contractual sales, including managing active contracts. CDW•G invests in these resources because of our understanding that contracts are complex sets of commitments. Centralizing our contract management within one department allows us to standardize our contract management processes and share best practices. As a result, we reduce risks and improve efficiencies for CDW•G, and, more importantly, for the City of Mesa and OMNIA Partners Participating Public Agencies. With an average of over ten years of industry experience and active participation in the National Contract Management Association and World Commerce & Contracting, CDW•G Program Managers are qualified to advise and serve our customers at all stages of the contract process. CDW•G manages nearly 1,000 active SLED contracts, with OMNIA Partners contracts in the top 1% of our spend. Our contract managers become experts in their respective contract portfolios and can continue to provide insights to the City of Mesa and OMNIA Partners. Access to the CDW•G Program Management team not only ensures contract compliance but also assures the City of Mesa and OMNIA Partners Participating Public Agencies that, when leveraging this contract, their purchases and piggyback agreements are overseen not solely by a sales team member but also by a highly skilled and specialized contract compliance professional. **Commitment to Innovation** For more than 20 years, CDW•G has been at the forefront of emerging technologies, including collaboration solutions, cloud, mobility, and virtualization, which is a major aspect of

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	our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, software, and esports, so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. To affirm our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward. CDW•G will continue to invest, organically and inorganically, in high-growth solutions and services capabilities so that we can continue to meet the needs of the City of Mesa and OMNIA Partners. CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies change and shift over time, and we are willing to change as technology changes. **Sourcing Products and Building OEM Relationships** CDW•G has relationships with more than 1,100 leading manufacturers. When CDW•G doesn't have a direct relationship with an Original Equipment Manufacturer (OEM), we leverage our vast distribution network (i.e., Arrow, Synnex, Ingram Micro, a diverse partner, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners identify a product we do not currently provide, we will work to ensure you get what you need. Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners. This team works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours. Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings. **Ability to Adapt** CDW's market position, financial strength, and demonstrated agility enable us to deliver value that transcends helping our customers meet short-term IT objectives. We are with our customers in good times, but we are also there to help them

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	navigate difficult circumstances and unprecedented challenges. We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW•G plays a critical role in continuing to supply IT products and services to our public sector customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the well-being of our communities and helped our customers navigate a rapidly changing environment. We implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason. For example, when a customer needed to quickly deploy device rollouts to enable distance learning, they leaned on CDW•G to scope, design, and ship solutions in quick order. When the facilities expecting these shipments were closed without advance warning, CDW•G worked closely with the 17 colleges and universities to reroute packages and ensure the essential deliveries were received. Our teams successfully rerouted hundreds of shipments. As the situation continued to evolve, our teams remained in contact with our carrier partners to provide updates and continued to leverage member input and requirements to inform our company-wide strategic buying decisions. CDW•G's unmatched product and solutions offerings, coupled with an unrivaled partner network of leading manufacturers and diverse businesses, enable us to give the City of Mesa and OMNIA Partners Participating Public Agencies a partner that can adapt to any scenario, both in the short- and long-term. **Blended Distribution Model** A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." These resellers are entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This virtual warehouse model introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEMs and distribution partners' fulfillment capabilities with our own

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	distribution centers to optimize quick and accurate fulfillment. Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products. **Public Sector Expertise** We have more than 30 years of extensive experience providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 to better serve our federal, state and local, and education customers. Public sector business comprised roughly 36% of our total annual revenue in 2022. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance, with customers actively transacting across all 50 states. Under the new contract, we will continue these efforts, with targeted account planning in collaboration with the City of Mesa and OMNIA Partners to expand the contract footprint to small, middle, and large entities.

Firms Method and Approach		
	Question	**Response**
1.	Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).	We provide expert consulting, design, configuration, installation, implementation, cloud, maintenance, analysis, training, repair, staff augmentation, lifecycle management services, and more. We provide more insight into the services we offer, as well as products and solutions, in Tab D, Exhibit 3. Additionally, we have provided our full training course catalog in Tab D, Exhibit 4. CDW•G's full lifecycle of services supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our lifecycle of services takes a consultative approach to IT; we listen to your needs so that we can truly understand the challenges your organization faces. This level of understanding allows us to identify how technology can help you meet your goals. Then, we help you design, orchestrate, and manage your technology environment. CDW•G offers a robust range of products and services that enable the City of Mesa and OMNIA Partners to develop the best total solution to meet your specific needs while attaining the most value. As a testament to our services experience, we have recently received the following awards: ▪ In 2022, we received Frost & Sullivan's Global Customer Value Leadership Award, recognizing

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	our growing services portfolio for its commitment to our customers who seek support for their digital transformation. The award recognizes our unique focus on augmenting the value that our customers receive, beyond simply good customer service, leading to improved customer retention and customer base expansion. ▪ In June 2023, we ranked #4 on CRN's Solution Provider 500 list. This list ranks the top integrators, service providers, and IT consultants in North America by revenue. ▪ Also in June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review and are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency. As evidenced by more than 15 years supporting OMNIA Partners Participating Public Agencies, CDW•G's size and breadth allow us to accommodate a nationwide demand for services and fulfill obligations as a nationwide contractor. We will continue to invest in high-growth solutions and services capabilities so that we can continue to meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs. We provide more insight into the services we offer, as well as products and solutions, in Tab D, Exhibit 3.
2. Please describe any local diversity program(s) or partnership your firm currently have in place. Response should also include the following: • Please define qualifications for small business/diversity program or partnership. • Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program. • Any required certifications • Number of States and Cities currently available? • Plan to expand to other States and Cities.	**Business Diversity Program – Overview** *Please describe any local diversity program(s) or partnership your firm currently have in place.* When you partner with CDW•G, you are partnering with a company where business diversity is a deeply embedded, ongoing priority. Since the inception of our Business Diversity Program in 2007, we have sought to promote diverse supplier participation representative of our customers and communities that contributes to sustainable economic growth. CDW•G is prepared to help the City of Mesa and OMNIA Partners Participating Public Agencies meet their diversity goals. We're committed to simplifying the complexity of Business Diversity for the City of Mesa and OMNIA Partners Participating Public Agencies. While we are woman-led with our CEO Chris Leahy, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, we drive job creation and contribute to lasting economic empowerment in communities across the US.

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Results of our Business Diversity Program

Partnering strategically with diverse and small businesses enables us to keep providing the industry's best experience while contributing to economic growth in diverse communities nationwide. Since 2007, we have spent $25 billion, $3.6 billion in 2022 alone, with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we actively partner with on a regular basis. Of the $3.6 billion in 2022, $2.3B was solely from CDW•G supporting public sector goals.

In 2019, we became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of 40 US-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

In 2021, industry-leading research IT research firm and consultancy, Gartner, conducted a case study on CDW's Business Diversity Program for procurement leaders. Gartner concluded the following: “CDW’s supplier diversity team enables business partners to retain the best-fit diverse suppliers for new sourcing needs by providing targeted business-relevant information gathered from past supplier engagements.” Our comprehensive Business Diversity Program ultimately allows procurement officials to confidently incorporate small and diverse suppliers into their supply chain.

In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

In 2023, CDW hosted the BDR Summit. The Summit is an annual gathering of BDR members to discuss best practices and opportunities for supplier diversity program growth.

Benefits

Benefits of our Business Diversity Program and incorporating small and diverse suppliers include the following:

- Meet the City of Mesa and OMNIA Partners Participating Public Agencies’ small, minority-owned supplier goals without having to invest time

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	and resources into finding, evaluating, and engaging them yourself. ▪ Diversify the City of Mesa and OMNIA Partners Participating Public Agencies' supply chain, boosting your resilience and agility in an unpredictable world. ▪ Enjoy a first-mover advantage when it comes to new, cutting-edge technologies. ▪ Benefit from our strong supplier relationships and global procurement capabilities. We understand that each OMNIA Partners Participating Public Agency will have different requirements, laws, and goals. CDW•G is continuously developing more small and diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally because customer spending goals are typically tied to local laws and require the partner to be certified within their city or state. These various engagement models allow the City of Mesa and OMNIA Partners Participating Public Agencies the choice to engage with the diverse partner that suits their technology needs and where the diverse partner's business is best suited to provide support in the sales cycle. We strive for our small and diverse partners to meaningfully participate in meeting customers' IT needs. **Tier I and Tier II Programs – Overview** We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity Program offers a broad and robust partner network. The following are a few ways that CDW•G can support the City of Mesa and OMNIA Partners Participating Public Agencies in meeting your diverse supplier goals: ▪ Educate users on CDW•G's business diversity program and how to initiate a planning session. ▪ Conduct customer-focused planning sessions with CDW•G Account Manager and Business Diversity program representative. ▪ Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around Business Diversity. ▪ Perform ongoing engagement to adjust plans as necessary. More insight into our Tier I and Tier II Programs is below: **The Tier I Program**

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	CDW•G is continuously developing additional small and diverse partnerships to meet the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I needs. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that the City of Mesa and OMNIA Partners Participating Public Agencies can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with M/WBE leasing companies that can support the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I spend requirements. CDW•G's Tier I program offers a low-risk experience for agencies looking to achieve direct spend with small, disadvantaged businesses while upholding the highest standards of IT procurement. **The Tier II Program** In an effort to foster even more opportunities for small, diverse businesses, CDW•G launched a Tier II Business Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's goal is simple: to further opportunities for competitive small and diverse suppliers to supply goods and services to CDW•G and deliver them to our customers like the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G also provides Tier II reporting to customers that track their spending, ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW•G purchased from diverse suppliers, all items that our customers purchased from CDW•G, and all items that CDW•G purchased from diverse suppliers to fulfil customers' orders directly. A major advantage to this model is the ability to recognize spend across multiple diverse firms by leveraging CDW•G's network of vetted hardware and software suppliers. **Recent Awards and Recognition** Recent notable awards that demonstrate our commitment to diversity include: ▪ 2023 Military Times Best for Vets: Employers List ▪ 2024 Military Friendly Employers Award from Military Friendly ▪ 2023 Best Employers for Diversity – Forbes ▪ In February 2023, we were named one of America's Top Corporations for Women's Business Enterprises (WBEs) by the Women's Business Enterprise National Council (WBENC). According to the WBENC, this honor is the only national award recognizing corporations for world-class Business Diversity programs that reduce barriers and drive growth for women-owned businesses

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- Ranked #11 of Nasdaq 100 companies for its ESG reputation in December 2022

Commitment to Helping Close the Digital Divide

An essential part of our Business Diversity Program is our commitment to closing the digital divide. One of CDW•G's core values and strengths is making technology work so people can do great things. However, we recognize that technology doesn't work equally for everybody, and reliable access to technology is often not equitable, resulting in a digital divide. We are determined to change this narrative and are passionate about closing this divide within our company and the communities we support. Through our Business Diversity Program, we are actively working towards digital equity and making a positive impact. Below are a few of the ways we work to close the digital divide:

Promoting Digital Equity

CDW•G prioritizes digital equity by providing products and services to sectors that need them the most, such as education, healthcare, and government. We firmly believe that closing the digital divide requires collaboration from all leaders, within and outside our organization. By partnering with like-minded organizations that share our commitment to digital equity, we can amplify our collective impact and bridge the gaps we see everywhere.

Business Diversity

Our Business Diversity Program is a critical differentiator for CDW•G, enabling us to deliver increasingly innovative products, services, and solutions to our customers. We take pride in our comprehensive and active program, recognized as global champions for Business Diversity by esteemed organizations like Gartner, the Billion Dollar Roundtable, and WEConnect International. We also embrace the responsibility of sharing our experience and expertise with our customers and suppliers because we believe that when they succeed, we all win.

Driving Economic Empowerment in Communities

Investing in small and diverse businesses presents a unique opportunity to create jobs and contribute to lasting economic empowerment in our communities. With the global population becoming increasingly diverse, minority audiences are emerging as a significant target for companies, and diverse-owned businesses play a vital role in the small business sector.

Commitment to Fostering Equity

CDW•G is committed to fostering equity and ethical behavior throughout our global supply chain. We continually advance our global Business Diversity strategy, and in 2022, our operations in Canada and the

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	UK exceeded their diverse spend targets. Collaboratively with our customers and supplier partners, we believe in the power of community members as drivers of prosperous, resilient local economies, creating efficiencies throughout our global supply chain. *Increasing our Diverse Supplier Spending* Our commitment to business diversity is demonstrated by our substantial spend with small and diverse businesses. Since 2007, we have transacted over $25 billion with these enterprises. *Social Impact* We are committed to making a long-lasting, meaningful difference through our global Social Impact program. With more than 80 social impact partners and as members of Tech for Good, we invest in technology that creates deliberate, positive social benefits. One recent partnership is with Compudopt, a national nonprofit that provides technology access and education to under-resourced youth. Our collaboration across the country aligns with our shared strategy of providing access to technology. Through local donation drives and employee engagement at Compudopt locations, we empower youth by repurposing personal, non-company computers and educating them about the potential of technology. **Qualifications for Small Business/Diversity Program** • *Please define qualifications for small business/diversity program or partnership.* We have a proactive approach to identifying and engaging diverse subcontractors and partners in our projects. CDW•G has a comprehensive vetting process that ensures each small and diverse partner can meet our customers' quality and performance expectations. Partner selection is based upon such criteria as business case, price, responsiveness, quality, geographic reach, available skill set, length of the project, and overall customer satisfaction. Committed to growing our Business Diversity Program, CDW•G actively seeks out diverse suppliers through Business Diversity databases, attends Business Diversity events and trade fairs, and collaborates with diversity-focused organizations and industry associations. We also maintain a comprehensive internal Business Diversity database that is constantly growing; this resource serves to connect project managers with qualified, diverse subcontractors and partners. Should the City of Mesa and OMNIA Partners Participating Public Agency have specific goals to meet, we will work with you to identify and engage a qualified, diverse subcontractor so that you can not only meet your own goals but also positively contribute to your own communities.

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Mentoring Programs

- *Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program.*

Mentorship and advocacy are integral components of our Business Diversity Program. It's one way we live up to our commitment to build stronger communities through economic inclusion. We have had numerous successes with mentor protégé programs with entities such as the City University of New York (CUNY) and Texas Tech University; these programs are designed to enhance diverse partners' capabilities, assist in meeting development goals, and improve their abilities to compete for and win contracts. With these programs, we are able to help grow their businesses and relationships.

Building on that momentum, we've collaborated with other universities to expand our efforts to help diverse businesses capitalize on their expertise to win business. In August of 2023, we welcomed our fellow BDR members to our Vernon Hills, Illinois, headquarters for BDR's 2023 summit to share best practices in pursuit of the collective vision to leverage our supply chains and positively impact our world.

During the year, we expanded our partnership with Disability:IN, a leading nonprofit resource for business disability inclusion worldwide. As an Inclusion Works partner company, we're proud to mentor disability-owned businesses. Disability:IN's Inclusion Works program provides companies with a team of disability inclusion experts to help them create an inclusive culture while simultaneously developing a sustainable recruitment strategy.

Required Certifications & Partner Certifications

- *Any required certifications*

While we are and have been woman-led with our CEO and Chair Chris Leahy since January 1, 2019, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, we drive job creation and contribute to lasting economic empowerment in communities across the US.

All of our diverse partners are required to hold and maintain diversity certifications. CDW•G accepts certifications from national and international Business Diversity certification councils, as well as city, state, and federal government entities.

States and Cities

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	• *Number of States and Cities currently available?* Our Business Diversity Program is active in all 50 states, as well as Canada and the United Kingdom. **Plan to Expand** • *Plan to expand to other States and Cities.* CDW•G continuously seeks new partnerships that help our customers meet their small and diverse supplier goals and support local communities. As a testament to our effort to continue building our Business Diversity Program, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team in 2022. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact. As a whole, CDW•G's Business Diversity Program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned, and other small, disadvantaged businesses. Our philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience while contributing to economic growth in diverse communities. **Small and Diverse Partner Testimonials** *MBE Testimonial – KNZ Solutions* KNZ Solutions, a certified minority-owned business, was founded in 2017 by Khaled Mussa. Here's what KNZ has to say about their partnership with CDW•G: "CDW•G has been an invaluable support to KNZ Solutions. Their commitment to fostering collaboration and nurturing partnerships truly sets them apart. Their expertise, resources, and unwavering dedication played a pivotal role in navigating the challenges inherent in our industry. The impact of this partnership extends far beyond the bottom line – KNZ's employee count increased, and jobs were created. Our partnership has not only elevated our business but has also reinforced our belief in the transformative power of meaningful partnerships. We look forward to continued success and growth together."

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	WBE Testimonial – BlackHawk Data BlackHawk Data is a New York-based WBE founded in 2018. Read about the BlackHawk Data and CDW•G Partnership below: "One of my primary go to partners has always been CDW. I knew if I went to them for advice, suggestions, and just to simply talk to, they would help me get through the start up phase. Well, they did more than that. Along with the local team in New York, the CDW Diversity Team helped me and made introductions to people around the US that I would not normally have met. I do honestly owe a good amount of our success to the CDW Team. As without them, getting through some of the hardest and darkest times may not have been possible without them. Because of partners like CDW, we have been able to grow the business to 45 people, hopefully, $60M in 2023, and become a CRN Triple Crown Winner. My heart is full with love and continued support on building our relationship." *WBE Testimonials – WBENC Conference* In 2023, CDW funded a booth for 15 woman-owned businesses at the annual Women's Business Enterprise National Council (WBENC) conference. This financial commitment directly impacted the growth of those businesses. Here's what two women had to say: Pam Feld, CEO, WBE/MBE: The booth sponsored by CDW afforded me the opportunity to deepen existing corporate relationships and engage with a multitude of WBEs from all over the country. I came away with 2 RFPs, 4 potential speaking opportunities, and 6 meetings lined up for expanding relationships. Mellissa Tong, CEO, WBE/MBE: I was really grateful that my talk at CEO Success Community Booth 718 was so well received that I got a recommendation to deliver a one-hour talk on Storytelling for Branding and Marketing for Maui's Economic Development Center in late April. Then, I was contacted by WBENC national to do a pitch workshop for them on May 5th. None of this would have happened without CDW's generous support of Booth 718 at WBENC in 2023. *MBE Testimonial – Betis Group* Betis is a minority-owned systems integrator with 25 years of experience providing Information Technology consulting and solutions on a global scale. Here's what Betis had to say: Betis and CDW have enjoyed a highly successful relationship since 2001. Thanks to CDW's successful

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	contract win record, Betis provided project management, technical, and device installation services at more than 100 locations around the world. Over the last several years, our relationship [with CDW] has expanded as Betis helps support and deliver CDW's winning formula for gaining market share with private-sector customers who want to buy through a Tier-1 Diversity Supplier. The strategic collaboration between Betis and CDW has led to the acceleration of delivery and solutions for both our companies.
3. Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or suppliers have engaged in. This can be related to the specific products and/or services contained in this RFP.	CDW•G collaborates with our coworkers, customers, technology partners, and communities to improve the environment, create positive social impact, and live and operate in a more sustainable and ethical world. Our Environmental, Social, and Governance (ESG) journey and priorities are focused on where CDW•G is uniquely positioned to make the greatest impact and sustainably add value. While we have provided insight into our ESG Program below, we encourage the City of Mesa and OMNIA Partners Participating Public Agencies to explore our 2022 ESG Report here. CDW is raising the bar on our ESG program. We have expanded the leadership and governance of our ESG program, named a global head of ESG, and designated risk and ESG business leaders across the business. We also created a Climate Task Force to drive climate awareness within CDW and lead the development of our global climate strategy. **Environmentally Preferable Products** Our commitment to sustainable and socially responsible technology implementation remains a priority, and we have advanced these efforts by enabling online searchable access for customers to an expanded portfolio of environmentally certified products and cloud-based solutions that improve energy efficiency. The City of Mesa and OMNIA Partners Participating Public Agencies can identify and select from a broad range of environmentally certified products (Energy Star, Electronic Product Environmental Assessment Tool (EPEAT), and TCO Certified) and cloud-based solutions that deliver added energy efficiency. CDW•G assists customers in determining environmentally preferable products in many ways, including: ▪ Providing website specifications for each product details; i.e., EPEAT and/or Energy Star compliant and specific power consumption data, where available ▪ Providing a portfolio of manufacturers that are committed to producing environmentally friendly

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	technology and that have programs and policies that support their commitment. ▪ Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products ▪ Training our sales teams on the requirements of Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, And Federal Acquisition CDW•G is committed to protecting the environment by continuing to manage our business with increased efficiency and understanding the full extent of our environmental impact. While we strive for continuous improvement in the environmental performance of our operations, we recognize our greatest opportunities to impact the environment lie in our supply chain and our ability to work with our partners to address issues such as climate change and waste reduction. More than ever, we are focused on working with our partners and outside experts to evaluate our environmental impacts and opportunities. Our environmental efforts also include continuing to focus on waste reduction at our facilities and expanding our participation in leading electronics recycling programs that benefit our customers, partners, and communities. We are very proud of the outstanding efforts of our coworkers in the areas of workplace culture and coworker engagement, diversity, equity and inclusion, business diversity, digital equity, and other forms of social impact. We are also pleased to highlight that we have made the strategic decision to align our ESG priorities with eight of the UN Sustainable Development Goals. **Environmental** CDW•G is committed to being a good steward of the environment and earth's natural resources. We strive to continuously improve our own environmental performance while growing our business and supporting our partners and customers. Given our role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions. We continue to elevate our role in sustainable and socially responsible technology by working with our technology partners to promote their environmentally certified products

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	and solving for our customers' outcomes around their ESG goals and priorities. In 2022, we made it easier for our sales teams and our customers to identify and select from a broad range of environmentally certified products and cloud-based solutions that deliver added energy efficiency. CDW•G e-commerce sites enable the City of Mesa and OMNIA Partners Participating Public Agencies to filter their online catalog search to identify and buy third-party-certified products, and our sales teams are trained to assist the City of Mesa and OMNIA Partners Participating Public Agencies with finding and selecting these products. Our goal is to be able to offer all of our customers full stack of solutions that address a broad spectrum of environmental considerations. In addition to third-party-certified products, we are enhancing our ability to deploy and configure products remotely to reduce the environmental impacts of packaging and transportation, and offering device recovery and recycling programs to reduce electronic waste from products that need to be replaced. **Social** Our commitments to diversity, equity and inclusion, business diversity, digital equity for our communities, and other forms of social impact strengthen us. We are very proud to have so many partners and customers join us on this journey. CDW•G takes a comprehensive approach to diversity, equity, and inclusion (DEI). We are deliberate and focused on creating a culture where The CDW Way becomes a lived reality – where our dedication to our values of trust, connection, and commitment is evident and where belonging is an everyday experience for all our coworkers, customers, business partners, and communities. CDW•G is committed to embracing and fostering diverse thinking, inclusive behaviors, and equal opportunity across our global operations. ▪ For our coworkers, we strive to attract diverse talent, create opportunities for advancement and professional growth, and provide a sense of inclusion and belonging where everyone can be their authentic self. ▪ In our supply chain, we are committed to maintaining an industry-leading business diversity program. ▪ In our communities, we have focused our Social Impact commitments around digital equity to help close the digital divide. Our Social Impact approach empowers coworkers, partners, and stakeholders to create sustainable and equitable change in the world. *Business Resource Groups*

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	CDW's Business Resource Groups (BRGs) continue to play a vital role in the coworker experience by encouraging connection and serving as a forum for coworkers to make their voices heard, build awareness, celebrate their affinity area(s), serve their communities, bolster allyship, offer professional development opportunities, and provide perspective on diversity and inclusion initiatives. *Committing to Diverse Talent* We aspire to be the best place for diverse talent by promoting equity in our processes for hiring, advancing, developing, and retaining our coworkers and leaders. We strive to attract a diverse talent pool so we can increase diversity representation in all forms within CDW. To put our commitments into action, we have adopted a strategic, integrated approach to continuously address the representation of both professionals of color and women at all levels of our organization – from hire to retire. In addition to our focus on enhancing the diversity of our candidate pool and new coworker population, we also aim to expand diversity at the manager and director levels, which creates upward mobility toward vice president and executive leadership positions. *Social Impact* CDW Social Impact makes a concerted effort to: ▪ Engage our coworkers by encouraging and supporting them to broaden their awareness and give their time and resources to the causes that matter most. ▪ Empower our communities by building new and expanding existing nonprofit partnerships throughout the world that align with our purpose and values. **Governance** We know that integrity, trust, and good corporate governance matter to all our stakeholders. By ensuring smart governance and ethics and compliance practices, we continue to earn the trust and confidence of our stakeholders, which enables us to sustain our success and create long-term shareholder value. *Corporate Governance* CDW's commitment to good corporate governance is unwavering - from our Board to our Executive Committee to all levels of our organization. The governance structure of the company is designed to be a working structure for principled actions, effective decision-making, and appropriate monitoring of both compliance and performance.

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Ethics and Compliance

Our ethics and compliance program is built around our efforts to guard and protect that trust. The CDW Way Code, which applies to all coworkers and directors, is the basis for how we work at CDW. It is imperative that CDW ensures we adhere to The CDW Way Code and follow all legal and regulatory requirements. It defines our standards for corporate behavior and provides direction and insight into the ethical and legal issues coworkers may face. Further, the Code focuses on the importance of organizational and individual accountability as we work to maintain the trust of our fellow coworkers, customers, shareholders, and other stakeholders. Topics addressed in the Code include:

- Confidentiality of company, customer, and business partner information
- Avoidance of conflicts of interest
- Compliance with government contracting requirements
- Fair dealing
- Marketing practices
- Financial integrity

Data Privacy and Information Security

Aligned with our commitment to ensuring strong ethics and compliance, we continued to build on our data privacy strategic framework in 2022 with the rollout of a formalized mission, principles, and objectives for ensuring strong data ethics. Through global collaboration and a proactive, adaptable approach, our data privacy program strives to:

- Enable CDW's continued growth
- Support a strong culture of thoughtful and responsible data use
- Improve and implement controls, policies, and processes to ensure privacy compliance

2022 Progress and Milestones

2022 was a year of significant ESG progress and milestones. We extended our efforts to address critical areas such as access to environmentally certified products, climate action, waste reduction, coworker engagement, recruiting of tech talent, diversity, equity and inclusion, social impact, business diversity, governance and ethics, and global information security. We also significantly expanded our efforts to engage in ESG discussions with our investors, coworkers, customers, partners, and communities.

Specific strategic milestones during the year included:

- Added a global head of ESG to our team and designated risk and ESG business leaders across the business

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		▪ Began refining our ESG governance structure to drive greater accountability and ongoing engagement with leaders and subject matter experts ▪ Engaged leaders and teams throughout the enterprise in an ESG strategy development process ▪ Created a cross-functional, geographically diverse Climate Task Force to drive climate awareness within CDW and lead the development of the company's global climate strategy ▪ Made the strategic decision to align our ESG efforts with eight of the UN Sustainable Development Goals ▪ Initiated an ESG materiality assessment refresh that will be completed in 2023 and will guide our strategic focus in the coming years We are committed to a high degree of transparency about our ESG performance – in our annual ESG report, on our website, in our Task Force on Climate-related Financial Disclosures (TCFD) and Sustainability Accounting Standards Board (SASB) disclosures, and in our proxy and annual report.
4.	Does your firm or partners use packaging that is reusable or recyclable?	Yes, we use 100% recyclable envelope shippers as well as pick-pack shipping containers, which are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable. **Partners** We also maintain freight service contracts with UPS, FedEx, and DHL. Insight into their packaging is provided below: ▪ UPS offers reusable packaging. ▪ FedEx offers packaging options that are reusable, recyclable, and made from recycled content. ▪ DHL has various policies and standards they follow, including using paper that is recycled, and using 30% certified renewable material for shipping labels, tape, and pallet wrap, and 50% certified renewable for void fill material and mailing bags.
5.	Does your firm or partners operate hybrid vehicles? If yes, please describe the vehicles.	CDW•G does not maintain a fleet of vehicles for delivery. As a result, we do not directly operate hybrid vehicles in the US. Currently, approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency, and all of our US shipments are handled by carriers with climate

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	goals. We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. In addition, CDW UK has multiple transportation efficiency efforts in place, including using net zero couriers, bulk purchasing and delivery, and reducing air travel through in-country services. There are 45 hybrid vehicles on order for 2023 delivery, representing 59% of our UK fleet. **Partners** We believe it is important that our partners have similar missions and values as CDW•G and our customers; we maintain freight service contracts with UPS, FedEx, DHL, and less-than-truckload (LTL) freight providers, including highly secure transportation options. Insight into our partners' hybrid vehicles is below: ▪ UPS operates hybrid electric package-delivery vans to reduce use and emissions of its fleet. ▪ FedEx operates more than 170 hybrid vehicles around the globe, including the largest fleet of commercial hybrid trucks in North America. ▪ DHL Express deployed 100 new electric delivery vans in 2021. ▪ CEVA Logistics is leveraging Plug-in Hybrid Electric Vehicles and Mild Hybrid Electric Vehicles. ▪ Expeditors implemented EVs in their operations.
6. Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels? If yes, please describe the vehicles.	While CDW•G does not own/operate vehicles that run on renewable fuels, we maintain freight service contracts with UPS, FedEx, DHL, and less-than-truckload (LTL) freight providers, including highly secure transportation options such as Tforce Freight, Expeditors, DHL, and Ceva. **Partners** Insight into our partners' vehicles is provided below: ▪ UPS owns one of the world's largest private fleets of alternative fuel and advanced technology vehicles, including, but not limited to, Compressed Natural Gas, Electric Vehicles, Hybrid Vehicles, and E-Bikes. They are collaborating with suppliers to increase alternative delivery options like E-Powered Semi Trailers and electric vertical take-off and landing. By 2025, 40% alternative fuels will be used in UPS's ground operations. ▪ FedEx's fleet of over 6,200 alternative fuel vehicles includes hybrid, electric, liquefied, or compressed natural gas, liquefied petroleum gas, and hydrogen fuel cell vehicles.

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		▪ Tforce does not have any equipment that runs on renewable or synthetic fuels. ▪ Expeditors is a US EPA SmartWay Program partner and has saved an estimated 750,359 metric tons of CO2 since 2010. They have a target to reduce the scope of CO2 emissions per square foot from mobile equipment by 20% by the end of 2025, resulting in 95% of their forklifts being electric. ▪ DHL's assets run on 20% Biodiesel Mix. ▪ Ceva has hydrogen and natural gas for select vehicles in the US; these are modified trucks that accept hydrogen and natural gas instead of diesel.
7.	Does your firm or partners use any of your firms' vehicles have automatic start/stop technology?	CDW•G does not operate a fleet of vehicles for delivery. As noted in question 6, we partner with economically responsible couriers. In addition, CDW's two distribution centers use stand-up electric forklifts; these automatically shut off once the user steps off the forklift. **Partners** Insight into our partners' vehicles is below: ▪ UPS leverages a range of technologies and processes that reduce engine idle time and ensure a lower-carbon journey. ▪ FedEx does not provide specific information about start/stop vehicles for their fleet; however, they estimate by 2025, 50% of parcel pickup and delivery is intended to be electric. Additionally, FedEx was the first customer to receive 150 new BrightDrop Zevo 600 vans, which have zero tailpipe emissions. ▪ DHL's assets have set idling parameters to shut off after 15 minutes of idling and auto-start once the pedal is touched. ▪ Ceva uses auto start/stop technology for its natural gas and electric vehicles in the US and across the globe.
8.	Please explain your firm's process for accepting and process requests for quotes using contract rates. Please include number of days or hours required to generate/issue request quote and deliver to customer.	The City of Mesa and OMNIA Partners Participating Public Agencies can request quotes directly through your dedicated CDW•G Account Manager or online through your CDW•G Account Center. The rates in your Account Center will reflect special contract rates; dedicated Program Manager, Ty Robles, will ensure the correct contract price is maintained. Ty regularly conducts self-audits to ensure pricing compliance and takes corrective action if needed. **Through Your CDW•G Account Center** The City of Mesa and OMNIA Partners Participating Public Agencies can create a quote instantly, right from your own

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		shopping cart. Once you build your cart, you can either create the quote and send it to yourself for later, or you can purchase the items right then and there. Regardless of whether you decide to save your quote or purchase, your CDW•G Account Manager will get a copy of your quote or order for review. Once the City of Mesa and OMNIA Partners Participating Public Agencies are ready to order, your CDW•G Account Manager will review before manually releasing the order. This step helps mitigate incorrect orders. **Through Your CDW•G Account Manager** Should you choose to have your Account Manager create a quote for you, the City of Mesa and OMNIA Partners Participating Public Agencies can review it moments after your Account Manager creates it. From there, the quote can be printed, forwarded to colleagues or managers for pre-authorization, or converted to a live order. When you request a quote through your CDW•G Account Manager, he or she strives to respond to standard requests for quotes quickly. Quotes that require research or input from a specialist may take a little longer to complete. A standard quote will typically be returned within 24-48 hours.
9.	How many orders are processed daily on an average?	On average, we process 14,000 orders per day. The Vernon Hills distribution center processes an average of 90,000 units per day. The Las Vegas distribution center processes a daily average of 47,000 units per day. We ship 40,000 to 50,000 boxes per day, depending on the time of year. Our large, on-hand inventories and strategically located distribution centers allow us to ship the City of Mesa and OMNIA Partners Participating Public Agencies' products to your locations quickly and cost-effectively. Also, our proximity to our principal distributors enables us to obtain competitively priced, non-stocked items for quick turnaround.
10.	What is the highest number of orders processed in a single day?	The highest number of orders processed in a single day was approximately 19,000 orders.
11.	Describe your delivery commitment:	As one of the largest solution providers in the US, CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on-site employees at our distribution centers, individuals with a track record of supporting CDW•G with

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	sophisticated capabilities to leverage their intermodal transport options. In addition, your CDW•G Account Manager will keep you informed regarding delivery expectations. If any item is out of stock, he or she will continue to provide updates regarding the expected delivery time. Order status information is also available 24 hours a day in your CDW•G Account Center. Our purchasing department maintains ample supply of goods on hand between our Illinois and Nevada distribution centers. We have multiple staging options, including pre-order and buy and hold agreements, which are subject to additional terms and conditions. This service allows inventory to be stocked for customers in order to manage situations such as large customer rollouts or to take advantage of certain market conditions. We have a replenishment program that has specific criteria for each manufacturer and takes lead time into consideration when placing orders. We have Electronic Data Interchange (EDI) feeds with most of our suppliers, outlining quantity, location, and cost of goods. CDW•G leverages its position in the competitive channel and overall buying power to secure favorable product discounts. As a result, we can pass along the volume discount savings to the City of Mesa and OMNIA Partners Participating Public Agencies, and many products are available for immediate shipment.
a. What is your fill rate guarantee?	Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products. Order fulfillment may vary due to the addition of configuration services and based upon the complexity of those services. Our strong working relationships with manufacturers and distributors, effective inventory management procedures, and state-of-the-art automated systems allow us to provide the products that you need when you need them. Additionally, our ISO-certified (ISO 9001:2008) order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately; overnight and Configurations-Priority orders receive processing priority during order fulfillment.
b. What are your delivery days?	CDW•G's standard delivery is Monday through Friday, excluding Thanksgiving, Christmas, and New Year's Day. Arrangements can be made based on the City of Mesa and OMNIA Partners Participating Public Agencies' needs to fulfill orders on weekends and holidays for an additional fee. Customers should provide at least a 48-hour notice in order to allow time to properly set up any weekend or holiday deliveries.

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c. Do you offer next day delivery?	Yes, CDW•G can ship same day, overnight/next day, 2nd day, 3rd day, and ground in most US geographies. An expedited freight charge may be added for this service.
d. How do you facilitate emergency orders?	Whenever a City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agency's order requires expediting, it will be treated with priority. If an emergency situation arises, contact your dedicated CDW•G Account Manager, who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) you need for immediate shipping. Overnight and Configurations-Priority orders receive processing priority during order fulfillment. The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS may not be available options for heavy-weight shipments. CDW•G Account Managers can help identify the best option available depending on the weight and destination.
e. Are shipping charges exempt for ALL who use this contract?	Unlike some vendors, CDW•G offers no charge ground freight for shipments less than 70 pounds within the 48 contiguous United States. For those instances that are larger than 70 pounds or require express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.
f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.	CDW•G encourages the City of Mesa and OMNIA Partners Participating Public Agencies to contact their dedicated CDW•G Account Manager to assist with any such issues. The CDW•G Account Manager is the City of Mesa and OMNIA Partners Participating Public Agencies' dedicated resource for all requests; he or she is responsible for intake of the problem, identifying paths to resolution, and working with you to determine an acceptable resolution. CDW•G Account Managers are backed by an extensive team of technical, finance, partner, and operations coworkers. If the Account Manager evaluates the issue and determines he or she cannot personally assist you, he or she will engage and collaborate with our Customer Relations Department to assist. Customers may also reach out to Customer Relations directly. To help mitigate incorrect orders from being placed, CDW•G Account Managers review each order before it is released. **Ordering a Wrong Product** However, should you order the wrong product and wish to return it, the City of Mesa and OMNIA Partners Participating Public Agencies have the option to start your return on your online CDW•G Account Center. To return a product, you will need to access the Recent Orders history of your

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		account. Then, select the Order Number for which you would like to request a return or search for an order by date or purchase order number. You will be taken to the Order Details page. In the Product Details section, you have the option to select "Request a Return." Select the item(s) you wish to return. Please detail the reason for your request. When your return is approved, you will receive a Return Merchandise Authorization (RMA) number, which must be included with the returned merchandise. The RMA number is valid for 10 business days. Returns within 30 days from invoice date can be for exchange, replacement, refund, or credit at CDW's discretion. Please be aware that specific manufacturers have more restrictive return policies and may be subject to a return fee. If the product is returned and accepted after 30 days, credit will be issued toward future purchases only. **Receiving a Defective Product** In the rare situation that you receive a defective product, you may return most defective products directly to CDW•G within 15 days of invoice date and receive, at CDW•G's discretion, credit, replacement, exchange, or repair. After 15 days, only the manufacturer warranty applies.
12.	Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?	An invoice will be mailed the day after the product(s) is shipped out of one of our distribution centers. Another option is electronic invoicing; the City of Mesa and OMNIA Partners Participating Public Agencies can request that invoices be sent via PDF instead. The PDF would be sent the same day that the invoice is generated in the system. When a product is drop shipped from a vendor, CDW•G will invoice the customer once we receive the invoice from the vendor. Copies of original invoices can be printed via your CDW•G Account Center. If there are ever any questions with regard to an invoice, you should contact your Account Manager so the situation can be resolved in a timely manner. CDW•G proudly offers summary invoicing; we can consolidate invoices into one invoice on a weekly, bi-weekly, or monthly basis.
13.	Describe the types of customer service available to agencies that use this contract:	We encourage the City of Mesa and OMNIA Partners Participating Public Agencies to reach out to their dedicated CDW•G Account Manager to resolve problems; he or she will always listen, escalate as needed on your behalf, and help resolve any problem you may have. Additionally, CDW•G has customer relations representatives who are available to resolve post-sales inquiries from 6am until 8pm MT, Monday through Friday.

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	We service customers through phone support, email, and live chat. The City of Mesa and OMNIA Partners Participating Public Agencies can contact our customer relations, technical support, and website support teams directly. **Customer Relations** The customer relations staff tracks lost packages, submits claims to carriers, handles Return Merchandise Authorizations (RMAs), and sends out replacements for damaged or defective products. **Technical Support** We also provide Technical Support for product troubleshooting, including product support, download support, install support, and cloud support. **Website Support** Should the City of Mesa and OMNIA Partners need any additional assistance with our website, we also provide website support for sign-in help, account settings, site features, site security. Hours and contact information for each is provided below.
a. Is online support available?	Yes. In addition to emailing your CDW•G Account Manager, online support is available via live chat or email for customer relations, technical support, and site support. **Customer Relations** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): CustomerRelations@cdw.com **Website Support** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): e-account@cdw.com **Technical Support** ▪ Online Chat M-F 6am to 6pm MT ▪ Email (Reply within 24 hours): support@cdw.com ▪ Managed Services: Email (Reply within 24 hours): CDW-ECC@cdw.com
b. Is phone support available?	Yes. In addition to your CDW•G Account Manager, whose contact information is available in your CDW•G Account Center, phone support is available for customer relations, technical support, and site support. **Customer Relations** ▪ 866.782.4239 (Mon-Fri 6am-8pm MT) **Website Support**

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	▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) ▪ Managed Services: 888.239.7270 (Mon-Fri 6am-5pm MT)
c. Other?	**Orders, Quotes, and Availability** ▪ Online Chat M-F from 7am to 6pm MT ▪ Email (Reply within 24 Hours): cdwsales@cdw.com ▪ 800.800.4239 (Mon-Fri 6am-6pm MT) **Customer Relations** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): CustomerRelations@cdw.com ▪ 866.782.4239 (Mon-Fri 7am-9pm CT) **Website Support** ▪ Online Chat M-F from 6am to 5pm MT ▪ Email (Reply within 24 Hours): e-account@cdw.com ▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ Online Chat M-F 6am to 6pm MT ▪ Email (Reply within 24 hours): support@cdw.com ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) **Managed Services Support** ▪ Email (Reply within 24 hours): CDW-ECC@cdw.com ▪ 888.239.7270 (Mon-Fri 6am-5pm MT)
d. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?	**Dedicated Team** *Can agencies request a dedicated service representative and/or a dedicated service team?* The City of Mesa and OMNIA Partners Participating Public Agencies will each be given a dedicated CDW•G Account Team, with your primary point of contact being your CDW•G Account Manager. CDW•G organizes our sales force differently from other companies to best serve the City of Mesa and OMNIA Partners Participating Public Agencies. The CDW•G customer support models start with our Account Managers. Account Managers are trained to become experts within the public sector segment they support: K-12, Higher Education, State and Local government, and Federal government. The advantage is that they can address the very specific needs of their unique customers. To further

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	equip our Account Managers to support the City of Mesa and OMNIA Partners Participating Public Agencies, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape in a way that is unmatched by other companies. Our unique company structure provides our customers with products and services only a large national reseller can provide, combined with a local presence typical of a small business. As such, each agency will be assigned their own CDW•G Account Manager relevant to their respective location and vertical. For example, the City of Mesa is supported by CDW•G Executive Account Manager, Chris Anderson, as well as Advanced Technology Account Executive, Ryan Hadley. As an Account Manager, Chris is the City's primary point of contact. Ryan is the City's secondary point of contact. Chris and Ryan are dedicated solely to State and Local Government customers within the southwest and are supported by sales leaders dedicated to their respective regions and verticals: ▪ Luke Anderson – SLG Sales Manager, West and Pacific ▪ Jodie Thomas – SLG Field Sales Manager, West ▪ Tony Sivore – SLG Director, Area Sales West Your CDW•G Account Manager maintains the overall responsibility for coordinating resources to achieve the highest standards of customer service. Each OMNIA Partners Participating Public Agency will receive their own dedicated team, with a dedicated CDW•G Account Manager standing at the forefront. **CDW•G Account Manager Responsibilities** *If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?* In general, CDW•G Account Managers and their sales managers understand the current technology trends and are specialized in working with public-sector customers. This structure is one of the great benefits of partnering with CDW•G. The City of Mesa and OMNIA Partners Participating Public Agencies will have access to much more than a single resource; you will also have access to an entire sales and support team ready to address any agency's need. CDW•G, from the executive level down to your Account Manager, is focused on ensuring that the City of Mesa and OMNIA Partners Participating Public Agencies' needs are consistently and satisfactorily met. As mentioned, your CDW•G Account Manager is your primary point of contact and is highly trained to address most of your questions and concerns. CDW•G account managers complete an intensive training program that

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	focuses on sales consulting, product training, operational systems, and customer service. All of our account managers also attend mandatory ongoing training programs each month to ensure that they stay up-to-date on the latest technologies and changes in the industry. Your account manager's responsibilities include: ▪ Providing pre-sales consultation ▪ Providing product information and addressing compatibility issues ▪ Responding to quote requests quickly and accurately ▪ Reviewing orders for completeness and accuracy before they are submitted ▪ Notifying you of availability issues and assisting with alternate options as appropriate ▪ Monitoring all open orders and backorders ▪ Coordinating delivery to and from your locations ▪ Arranging for equipment setup and maintenance ▪ Facilitating communication between you and manufacturer partners
e. State any return and restocking policy, and any fees, if applicable associated with returns.	CDW•G offers a 30-day return policy on most products sold. Returns within 30 days from invoice date can be for exchange, replacement refund, or credit at CDW•G's discretion. Please be aware that specific manufacturers have more restrictive return policies and may be subject to a return fee. If the product is accepted after 30 days, credit will be issued toward future purchases only. There are no restocking fees for products returned within 30 days after invoice. After 30 days, the following restocking fees can apply: ▪ 30 days after invoice: 15% return fee ▪ 60 days after invoice: 30% return fee ▪ Restricted manufacturers & items will incur a return fee Day 1 from invoice. For reference, we have provided our full return policy in Tab D, Exhibit 5.
f. How are problems resolved?	To simplify the customer service process, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies bring any issues or inquiries to the attention of your CDW•G Account Manager, who sits at the center of customer service and support experience. CDW•G Account Managers' first step is always to listen. As such, your dedicated CDW•G Account Manager will listen and evaluate before determining the best next steps. If he or she cannot correct the issue, he will escalate it to the sales manager. If the sales manager cannot correct the issue, he will escalate it to the sales director. Escalation continues all the way up to the Vice President until we provide a suitable solution to the performance issue. While this type of

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	escalation is rare, we always work to sufficiently and expeditiously resolve any escalations. CDW•G has a formal system to manage customer issues and route to the appropriate next level during escalations. In addition, the City of Mesa and OMNIA Partners Participating Public Agencies will be able to access additional levels of leadership through the online CDW•G Account Center, which includes contact information and whether they are in the office (virtual or physical). The beauty of this approach is that the City of Mesa and OMNIA Partners Participating Public Agencies do not have to manage the process, hunt down contacts, or explain your issue many times over. You are kept in the loop on the progress of the resolution while your dedicated CDW•G Account Team takes care of the rest. Because we designate an actual person and not a faceless inbox, you can reach out to your CDW•G Account Manager whenever you feel necessary. For mission-critical issues, we follow the same path with expedited timelines. If problem resolution is specific to a coworker, such as the performance of an Account Manager, the City of Mesa and OMNIA Partners Participating Public Agencies are encouraged to reach out to the coworker's manager, who will then take the appropriate steps to address the issue. Contact information for your Account Manager, Sales Manager, and Customer Relations can all be found easily in your CDW•G Account Center. As an example, contact information for the City of Mesa's Account Manager and Sales Manager is provided below: *Chris Anderson – Executive Account Manager* ▪ Email: chrande@cdwg.com ▪ Phone: +1 (847) 371-7149 *Luke Anderson – Sales Manager* ▪ Email: lukeand@cdwg.com ▪ Phone: +1 (847) 419-7416 A follow-up step in our incident escalation process involves taking the incident resolution process one step further. Our sales teams work hand-in-hand with our Program Management team to ensure that for issues requiring significant escalation, we determine proactive measures to prevent the problem from recurring. We want to understand why it happened to make sure it doesn't happen again.
g. What are the location and hours of your call centers?	All support is US-based. Our technical support technicians are based in Holmdel, New Jersey. Customer service representatives and website support representatives are also based in Holmdel, NJ, as well as Vernon Hills, IL, and Las Vegas, NV.

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	CDW•G provides phone support during the following hours: **Orders, Quotes & Availability** ▪ 800.800.4239 (Mon-Fri 6am-6pm MT) **Customer Relations** ▪ 866.782.4239 (Mon-Fri 6am-8pm MT) **Website Support** ▪ 888.239.7270 (Mon-Fri 6am-5pm MT) **Technical Support** ▪ 800.383.4239 (Mon-Fri 6am-5pm MT) **Managed Services Support** ▪ 888.239.7270 (Mon-Fri 6am-5pm MT)
h. What response time is guaranteed when a customer service request is made?	Typically, CDW•G Account Managers respond within 1 business day. Response time depends on the seriousness of the request made; however, CDW•G makes every effort to respond to all Customer Service Requests (CSRs) within 24 hours. CDW•G understands some requests are more urgent than others, which is why we utilize a detailed incident management process for critical systems. The severity level dictates the response time of this practice and is employed for issues with our own network services, co-located systems, hosted solutions, websites, or our internet services.
i. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?	Yes, CDW•G measures/tracks the success of our customer service program. Information on our program and findings are below. **How Our Customer Service Program is Measured** Loyal customers are the backbone of our business. CDW•G understands that loyalty depends on the quality of service provided throughout our company, from Purchasing to Customer Relations. We are dedicated to maintaining a very high level of customer service. Since 2000, the Customer Feedback Program has run via our Market Research Team. CDW•G measures customer satisfaction, thoughts about CDW•G, and problem areas. The primary methodology is a semi-annual survey that gathers information on customer-facing departments, including shipping, customer relations, and the customer's Sales team. Customers are selected on a random basis to participate in the surveys. If a customer provides a response that is ranked poor or fair, then a specialist from CDW's Quality Assurance team contacts the customer to determine the reason for their unsatisfactory response and will offer additional action to rectify the problem.

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	In 2016, the Customer Feedback Program expanded to include weekly, transactional surveys. The weekly feedback surveys provide real-time feedback for the following departments: Customer Relations/Service, IT Services (separate surveys for services' specialties), and Sales Contact Center (a unique team that takes initial calls from new or existing customers to aid in order processing). These surveys are specific to a recent interaction or transaction rather than the overall CDW•G relationship. In addition to our Customer Feedback Program, CDW•G also has a dedicated Customer Experience Team. The Customer Experience Team focuses on creating and implementing feedback loop processes that assure our customers we are listening to them and provides internal teams with the information they need to better serve our customers. In addition to our current practices, we are actively working with coworkers from our recent acquisitions to align our processes and tools for customer feedback. Our Research and Development team uses the Pragmatic Methodology for product and service development. We ask our customers: ▪ Direct feedback on our services ▪ Understanding of the problems they are experiencing that we can provide solutions ▪ Language of what those problems that helps with positioning CDW•G's customers rely on us to listen to them and deeply understand their technology needs. We show up for customers by providing the best end-to-end customer experience from sales to delivery and beyond and by offering the right products and services to help them do great things. **Findings** The majority of end users supply favorable survey comments, and the positive comment that we receive most often is that CDW is extremely customer-focused. Significantly, 85% of customers rated their Account Manager as Excellent or Very Good on a 5-point scale (Excellent to Poor). CDW's Customer Relations Representatives resolve post-sales issues and complaints, such as tracking lost packages, submitting claims to carriers, handling Return Merchandise Authorizations (RMAs), and sending out replacements for damaged or defective products. The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that each CSR is being handled promptly. Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative per month to ensure quality standards are met and proper training is provided. We make adjustments and evaluate process

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		changes as needed when we see high volumes for particular types of Customer Service Requests (CSRs).
	j. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.	If the City of Mesa and OMNIA Partners Participating Public Agencies would like to hold or warehouse any of your orders, we recommend reaching out to your dedicated CDW•G Account Manager. One of the ways we can hold or warehouse your orders is through our Buy & Hold Services. Buy & Hold Services from CDW•G allow the City of Mesa and OMNIA Partners Participating Public Agencies to select products for purchase and hold them in a secure location for up to a year. Buy and Hold capabilities are available out of the Vernon Hills and Las Vegas facilities. Costs, if any, for our Buy & Hold Services are determined on a case-by-case basis and would be dependent on the mutually agreed terms in a supplemental Staging Agreement, which will include the individual needs and associated requirements of each individual customer. CDW•G will handle the logistics and shipping requirements and adhere to the City of Mesa and OMNIA Partners Participating Public Agencies' deployment schedule. The City of Mesa and OMNIA Partners Participating Public Agencies can take advantage of product warehousing, inventory management, distribution, fulfillment services, and custom solutions. Associated costs are dependent on the individual needs and associated requirements for each individual customer. Insight into the process is as follows: ▪ Purchased product is stored in a badge access-controlled Distribution Center. ▪ All products will be assigned a customer-specific SKU / EDC. ▪ All product is safely stored in customer-specific racking locations and wrapped to prevent damage while on-site. ▪ Buy & Hold product is available for CDW Configuration Services, imaging, and asset tagging for an additional cost. In addition to Buy & Hold services, customers may have the option to pre-order. Pre-ordering allows the City of Mesa and OMNIA Partners Participating Public Agencies to pre-order specific stock at no additional cost; this differentiator is beneficial ahead of peak ordering periods.
14.	Describe how your company will assist customers in navigating OEM warranty process.	The City of Mesa and OMNIA Partners Participating Public Agencies' dedicated CDW•G Account Manager will assist you in navigating the OEM warranty process. Products sold by CDW•G come with the manufacturer's standard warranty, and the City of Mesa and OMNIA Partners Participating Public Agencies can contact our Technical Support Department for technical support on hardware

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		purchased from CDW•G. If the Technical Support representative determines the customer needs warranty support, they connect them to the manufacturer's warranty department. In addition to manufacturer warranties, CDW•G offers a number of product lifecycle support options for purchase. This suite includes: ▪ Warranty extensions and upgrades ▪ Post warranty support ▪ Accidental damage protection ▪ Maintenance contract agreements ▪ Post-sales technical support ▪ Product and certification training ▪ Help desk services ▪ Full lifecycle management services ▪ Managed services with Service Level Agreements for uptime guarantee When the City of Mesa and OMNIA Partners Participating Public Agencies have an upcoming CDW-branded warranty expiration, CDW•G sends warranty expiration emails to your CDW•G Account Manager. If the City of Mesa and OMNIA Partners Participating Public Agencies purchase a manufacturer warranty through CDW•G, your dedicated CDW•G Account Manager tracks your coverage. Whether CDW-branded warranty or a manufacturer warranty, your CDW•G Account Manager will let you know that your hardware protection is about to expire and may suggest the following for additional coverage: ▪ An extended warranty extension or uplift. ▪ A quote on new hardware should you be looking to replace the out of warranty equipment. ▪ Consolidation of computer infrastructure through co-term agreements and/or other available custom solutions. The City of Mesa and OMNIA Partners Participating Public Agencies' CDW•G Account Manager will help develop the best warranty and coverage solutions to keep your IT investments up and running for the overall benefit of your organization.
15.	Describe how your firm will notify customers of new products.	As technology is constantly evolving, there are always new products and services coming to market. We have resources in place dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies. We combine this knowledge with feedback from our customers to stay ahead of the curve on emerging technologies. We ensure we offer state-of-the-art technologies and that we also vet the benefits and risks of new solutions and their operability in your environment. To ensure we receive the most up-to-date and insightful information regarding new products, CDW•G has manufacturer and software publisher representatives

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		onsite at our sales offices. Our strong partner relationships facilitate presales consultation and timely notification regarding new products, product changes, and products going end of life. We deploy various ways to keep you informed about new products, including the following: **CDW•G Account Manager** One way to receive new product information is through your dedicated CDW•G Account Manager. Your CDW•G Account Manager will work with you to understand your technology environment, needs, and wants to custom-tailor new product notifications. Depending on the City of Mesa and OMNIA Partners Participating Public Agencies' established preferences, your CDW•G Account Manager may call or email to notify you of new products that align with your environment and goals. Notification via your CDW•G Account Manager ensures that the City of Mesa and OMNIA Partners receive relevant, custom-tailored information and a more personalized experience overall. **Online** The City of Mesa and OMNIA Partners Participating Public Agencies can also view new product information via our website (www.cdwg.com) and your Premium Page, which is part of your Account Center. Our website is constantly updating with new products and services that we offer. Our live catalog is updated daily, and you can browse our most current products and services. On your Premium Page, the City of Mesa and OMNIA Partners Participating Public Agencies will be able to view the latest technologies available to you, as well as pricing options to help you make better-informed purchasing decisions. The City of Mesa and OMNIA Partners Participating Public Agencies' Premium Page is up-to-date on the most current and emerging technologies. Be it your Account Manager, our website, or via your Premium Page, the City of Mesa and OMNIA Partners Participating Public Agencies can be sure that we will work tirelessly to keep you informed of ways to improve how you do business and which solutions best fit your needs.
16.	Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).	CDW•G's partnerships with OEMs ensure the City of Mesa and OMNIA Partners Participating Public Agencies can procure the right products at the right time. Subject to receipt of EOL notifications from OEMs, notifications include: ▪ **Product EOL:** A date generally 6-8 months prior to final obsolescence, a notice the part is nearing the end of its life. Product continues to be manufactured and sold.

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		▪ **Product Discontinued:** Approximately 1 month prior to final obsolescence, the date manufacturing stops. The remaining product stock continues to be sold. ▪ **Product Obsolete:** The date the OEM removes the part from price lists. Product is no longer sellable or buildable. With insight into the OEMs' terminology and schedules, CDW•G facilitates continued support for legacy systems and can work with the City of Mesa and OMNIA Partners Participating Public Agencies to ensure there is a plan in place before a product becomes obsolete or EOL. The dedicated CDW•G Account Manager works with the City of Mesa and OMNIA Partners Participating Public Agencies to review potential options, including identifying a compliant next-generation product. Alternatively, to maintain platform continuity, we can procure an advance stock of a product when it approaches EOL, ensuring that product's availability for the City of Mesa and OMNIA Partners Participating Public Agencies' near-future needs. As previously mentioned, CDW•G has manufacturer and software publisher representatives onsite at our sales, ultimately facilitating timely notification regarding product changes and products going EOL. CDW•G Account Managers will work with you to understand your environment and needs. **Obsolescence Planning** If CDW•G discovers that products are to be discontinued or refreshed, we will orchestrate a conversation with the manufacturer and the City of Mesa and OMNIA Partners Participating Public Agencies to discuss alternate product recommendations, where necessary. Any product substitutions will be mutually agreed upon between CDW•G and City of Mesa and OMNIA Partners Participating Public Agencies.
17.	Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?	*Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support.* The City of Mesa and OMNIA Partners Participating Public Agencies can contact CDW•G's technical support department via the following methods: **Telephone**—You can reach our technical support department at (800) 383-4239 from 6am-5pm MT, Monday through Friday. **Email**—The City of Mesa and OMNIA Partners Participating Public Agencies can reach our technical support department via email at support@cdw.com. We

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		promptly respond to email inquiries from 6am-5pm MT, Monday through Friday. **Online**—CDW•G also welcomes customer interaction via your CDW•G Website through an online chat session that puts you in direct touch with a qualified technician. We promptly respond to chat inquiries from 6am-6pm MT, Monday through Friday. The City of Mesa and OMNIA Partners Participating Public Agencies are able to create, track, and view your own cases. CDW•G's technical support technicians handle both incoming and outgoing follow-up calls. Technical support technicians are located in Holmdel, NJ. Most of our technical support technicians are CompTIA certified and hold, at a minimum, A+ and Network+ certifications or at least two years of help desk experience and one year of customer service experience. Many of our technicians have invested their careers in CDW•G and rigorously pursue ongoing training to bring you the most updated technical knowledge. Many technicians are also accredited in various engineering and manufacturing training courses. We pride ourselves on our ability to consult with customers on a full range of cases, from simple to complex, from general to industry specific. For any customer service issues that may arise, dedicated CDW•G Account Managers stand ready to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate technical support questions. All Account Managers receive regular training on new products and technologies from OEMs and earn OEM certifications, which enable them to assist their customers. We encourage the City of Mesa and OMNIA Partners Participating Public Agencies to contact your dedicated CDW•G Account Manager when technical support is necessary. If your Account Manager is unable to assist, they will determine the best next steps, to include escalation to a Sales Manager, additional support from a dedicated manufacturer support representative, and connection to our help desk. *Is it the intent to use employees of your company or will this be an outsourced function?* Between your CDW•G Account Manager and CDW•G's technical support technicians, all technical support questions are initially handled by CDW employees. If escalation to an OEM or software publisher is required, CDW•G will do that on your behalf.
18.	Describe options for leasing and financing and the various payment methods accepted.	CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to

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		financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met. At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms. CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications. Our Premier Financing Partners include, but are not limited to, the following: ▪ Arrow Capital Solutions ▪ Cisco Capital ▪ Dell Financial Services ▪ HPE Financial Services ▪ Lenovo Financial Services ▪ LEAF Commercial Capital, Inc. **Payment Methods** CDW•G accepts payment through: ▪ Credit Cards (American Express, Discover, MasterCard, Visa) ▪ Checks ▪ Purchase Order ▪ Electronic Data Interchange (EDI) ▪ Electronic Funds Transfer (EFT) ▪ Procurement Cards ▪ Ghost Cards
19.	Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation,	CDW Software Services takes a pre- and post-sales consultative approach to help the City of Mesa and OMNIA Partners Participating Public Agencies manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. When it comes to software, CDW•G helps identify and understand your needs, analyzes solutions and software publishers that help meet your needs, and offers configuration,

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installation, training and maintenance and support services.	implementation, installation, maintenance, and support services. CDW•G looks forward to detailed conversations with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the main technical direction you are headed. After we listen, understand, and identify each agency's unique needs, our experts provide technical advice and recommendations, including information about new products and technology that align with the City of Mesa and OMNIA Partners Participating Public Agencies' overall direction and needs. Your CDW•G Account Team includes highly trained presales specialists who are experts in particular areas of technology, including all things software, or for specific software publishers. When the City of Mesa and OMNIA Partners Participating Public Agencies contact your CDW•G Account Manager, he or she will engage these value-added resources to participate in conversations that allow us to understand the main technical direction the City of Mesa and OMNIA Partners Participating Public Agencies are headed; part of these conversations include assisting agencies in identifying your business needs. After we listen and understand each agency's unique needs, we work to identify potential solutions that meet each agency's goals before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits. Recommendations and options can be provided by CDW•G via email, shared folders, monthly/quarterly new-tech conferences, virtual or local meetings and briefings, executive seminars, workshops, and more. **Our Total Software Management Methodology** Whether you need help determining if cloud apps are the right choice for your organization's future, planning the deployment of your next software rollout, or assistance keeping track of your software contracts and staying compliant, CDW Total Software Management can help optimize the City of Mesa and OMNIA Partners Participating Public Agencies' software environment, keep track of contracts, renewals, and stay compliant. Our software experts guide you and enable a roadmap to ensure we are meeting expectations and providing full visibility into your software purchasing. Our software experts guide the City of Mesa and OMNIA Partners Participating Public Agencies through the following steps: *Assess*

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	Before the City of Mesa and OMNIA Partners invest in new software or start thinking about a strategic software plan for the future, you need to understand your current software environment and assess the current landscape of your contracts and deployed assets. Our software experts help you evaluate and navigate your current situation — software usage, rogue IT issues, current licensing and contracts, current and future business needs, software audit concerns, and more — so the City of Mesa and OMNIA Partners Participating Public Agencies can make wise investments in the future. The first step in our process is our Software Asset Review.
	
	The Software Asset Review is a no-cost value-added service that provides a transparent view into purchased software assets, regardless of where they were purchased. Each report includes a full license history and a renewals timeline. With this transparent view into what your organization owns, CDW•G then assists in developing your software asset management strategy and goals. This includes opportunities for optimization, compliance position, renewals strategy, and technology solutions that can assist you in managing your software assets going forward. Once we have a clear look into your assets, we will start to implement our Total Software Management solution around your contracts and software purchases that align with your goals.
	
	Validate
	
	Once CDW•G has a deep understanding of your software assets, we assist in building a software strategy and then identifying the software solutions needed to set that strategy in motion. CDW•G can test and pilot solutions within your current environment, and select the right software for your business and technical requirements. Because we are vendor neutral and have partnerships with more than 300 software publishers, we focus on finding the right solution for each agency's specific needs.
	
	In this step, CDW•G helps the City of Mesa and OMNIA Partners with the following:
	
	▪ Proof of concepts to test feasibility
	▪ Vendor comparisons
	▪ Return on investment assessments
	▪ Pilot implementations
	▪ CDW's Technology Experience Center, which allows you to:
	  ▪ Try out a demo of the software
	  ▪ Make software comparisons
	  ▪ Explore the latest innovations to see if they will help you achieve your business goals
	
	Deploy

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	CDW•G can help design and deploy the perfect software solution within the City of Mesa and OMNIA Partners Participating Public Agencies' environment. Our software solutions teams are segmented into unified communications and collaboration, endpoint optimization, and mobility, so you leverage professionals who have deployed in the area(s) most relevant to you. Our experts become part of your team, providing the support you need when and where you need it. We help you navigate robust software offerings from virtualization and desktop management to networking and collaboration solutions. More importantly, we can share our knowledge with you so the City of Mesa and OMNIA Partners Participating Public Agencies can spend less time managing software and more time putting it to work. *Manage* CDW•G makes dealing with multiple licenses, vendors, and software solutions simple and effective, with our experienced team of professionals available to help you throughout the process. CDW•G helps right-size your software licensing to avoid unnecessary costs and streamline day-to-day software management. CDW•G's Software Licensing Management helps with: ▪ Performing health checks ▪ Maintaining the right license position so you're neither over- or under-licensed ▪ Establishing consolidated billing ▪ Providing ongoing software recommendations ▪ Ensuring accurate IT planning and budgeting ▪ Maximizing value derived from licensing agreements ▪ Applying compliance checkpoints ▪ Staying on top of licensing expiration and renewal CDW•G's experts will walk the City of Mesa and OMNIA Partners Participating Public Agencies through the entire software management lifecycle, from choosing the proper products that suit your needs to contract negotiation and management to testing and deployment. Additionally, CDW•G serves as a single resource to stay on top of your entire software environment. As part of our contract management roadmap process, your CDW•G software team will conduct regular business reviews and contract deep dives to help manage the licenses over the course of the contract, and our contract management roadmap will keep you aware of important renewal dates. **Success Story – Local Community-Development Services** *Background*

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	This local government entity sought assistance for their IT licensing renewals and aid in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, as well as maintain compliance and optimize costs. *Solution* CDW•G has a thorough process to ensure that the customer's needs are met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management. *Outcome* With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently. In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

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TAB D
PROPOSAL QUESTIONNAIRE EXHIBITS

EXHIBIT 3 – SERVICES

Firms Method and Approach

Question 1. Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).

Offering – Overview

CDW•G offers everything the City of Mesa and OMNIA Partners Participating Public Agencies' IT operations could possibly need – from enterprise-wide services to mouse pads and full turn-key solutions. The depth and breadth of products, services, and solutions CDW•G offers allows the City of Mesa and OMNIA Partners Participating Public Agencies to streamline procurement and increase efficiency by reducing the time and effort of managing multiple contracts. And as technology changes and your needs grow, so do we.

Acquisitions

Since CDW•G's last proposal to the City of Mesa and OMNIA Partners Participating Public Agencies, we have invested in several meaningful acquisitions that have enhanced our already comprehensive offering even further. Our acquisitions contribute to our ability to continue to meet the evolving needs of our customers. These acquisitions contributed to our being recognized by Frost & Sullivan with the 2022 Global Customer Value Leadership Award for the second year in a row. Frost & Sullivan presents this award to the company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products. An overview of our acquisitions over the last four years is as follows:

2019	In October 2019, CDW acquired Aptris, Inc., a distinguished IT service management solutions provider and ServiceNow Elite Partner. Aptris' talent and expertise further expanded our services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to the City of Mesa and OMNIA Partners Participating Public Agencies.
2020	In July 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development, and data orchestration capabilities; this acquisition allows us to continue to provide highly technical solutions to our customers. In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner, and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation, allowing us to provide more robust ServiceNow system integration services to our customers.
2021	In March 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K-12 and Higher Education markets. This acquisition strengthens our Education practice so that we can continue enabling and empowering schools to leverage innovation. In August 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. Acquiring Focal Point has added more resources for CDW•G to better deliver security solutions

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	and services within four areas: Identity and Access Management, Cyber Security and Data Privacy, Cyber Workforce Development, and Risk Consulting. Significantly, Focal Point Academy is the longtime leader in cyber workforce development. This acquisition has propelled CDW to become the largest Security Integrator in North America. In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions and a team of experts with more than 5,500 professional and technical certifications who specialize in Business Innovation, Digital Infrastructure, Cloud, Security, and Managed Services.
2023	In February 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in staff augmentation, information security, cloud computing, networking, and infrastructure. Our acquisition of Locus enhances our staff augmentation practice so that we can continue to provide cost-effective resources to support our customers' needs. In June 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services, helping us better solve customer challenges and deliver meaningful outcomes through innovative technical solutions.

Partners

As one of the largest value-added resellers (VAR), CDW•G has established strong working relationships with the major suppliers in the technology industry. We maintain these relationships in order to provide the best products, services, and support to our customers. We offer more than 100,000 products from more than 1,100 different manufacturers and software publishers. Our top partners have full-time representation at our sales offices to facilitate requests for information and assist with designing the best possible solution.

Many manufacturers choose CDW•G as their primary reseller because of our vast distribution network and the value-added services that we provide to our customers. CDW•G invests heavily in the training and certification of our account managers and technical staff. We work closely with our vendor partners to remain current with the latest technologies and to deploy and manage those technologies in customer environments. We have received awards and recognition from our manufacturer partners for developing and delivering exceptional solutions. Specific insight into some of our partnerships is provided below:

Microsoft

As one of only a select group of Microsoft Cloud Solution Providers (CSP) with all solution designations, CDW•G has the expertise you need to get the most out of your Microsoft products. We work closely with Microsoft to ensure that our solutions are cohesive; you get the whole bundle (licenses, migrations, modernizations, automation, and management) directly through CDW•G, which saves you time and money. With deep implementation experience across Microsoft's portfolio of hardware, software, and the cloud since our partnership began in 1999, we are the right partner for delivering Microsoft solutions.

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



We have earned all 6 of Microsoft's Solution Designations and are now among the elite Microsoft partners certified with the Microsoft Solutions Partner Designation for Microsoft Cloud. In 2022, we received the following awards:

- US Device Partner of the Year
- Surface Customer Adds Award Winner

Google

We are a Premier Google Partner. Together, Google and CDW•G bring you the best of Google solutions to grow and support your modern workforce. We are one of only four Google partners certified with Google CCAI expertise along with having three of the world's 66 Google Cloud Fellows on staff. In 2023, we received the following awards:

- Partner of the Year in the Expansion category for its success in helping customers achieve better results through Google Workspace
- Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes

Oracle

We are an Oracle Gold Partner. Our exceptional coverage, relationships, integration, asset management tools, image loads, and streamlined procurement processes allow us to be a trusted advisor on Oracle for the City of Mesa and OMNIA Partners Participating Public Agencies, making it easier to get the Oracle expertise and services needed to provide you with complete Oracle solutions.

Apple

As a Diamond Elite partner, we had a very successful, established relationship with Apple. Apple products and services combined with our legendary logistics and services capabilities offer the City of Mesa and OMNIA Partners Participating Public Agencies improved profitability and employee productivity while simplifying IT overhead and lowering overall costs.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies K-12 customers.

Dell

CDW•G has complete access to all of Dell Technologies and Dell EMC's product lines, selling the entire Dell product portfolio of client devices, displays, accessories, software, data storage, server, networking, and services. This portfolio includes RSA® and VMware®. With over 90 onsite CDW-badged dedicated resources and 250 Dell Technologies-badged resources, the Dell and CDW relationship is stronger than ever and suited to meet and configure all customer IT needs.

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HP

We have strong partnerships with both HP Inc. (HPI) and Hewlett Packard Enterprise (HPE); as a Platinum Partner, we have the experience and expertise to help the City of Mesa and OMNIA Partners Participating Public Agencies design the best solution.

This last summer, we received the following awards:

- 2023 Global Solution Provider of the Year
- 2023 North America Solution Provider of the Year
- 2023 Consulting Partner of the Year by Zerto, a Hewlett Packard Enterprise company.

IBM

We are a Diamond Elite IBM Partner and have been providing IBM solutions for over 25 years. Our IBM-dedicated team consists of nationwide sales, technical, and marketing experts. As an IBM Platinum Business Partner, CDW•G is authorized to sell IBM solutions – from servers and storage to software and technical services. CDW is the leading IBM Security software reseller in the United States.

Lenovo

Our strong partnership with Lenovo is a benefit to our customers, who receive top-quality Lenovo products quickly and efficiently. We are currently the largest Direct Response Channel Partner of Lenovo products.

Panasonic

CDW•G is a Panasonic Diamond-level partner and member of the Panasonic Authorized Reseller Program, authorized for computers and tablets, projectors, professional displays, scanners, and presentation technologies. CDW•G is Panasonic's largest Toughbook computer reseller in the channel.

Cisco

We are a Cisco Gold Certified Partner. We have attained the broadest range of expertise across multiple technologies, and we are Cisco's Largest US National Direct Integrator Partner. In November 2023, Cisco recognized us with the following awards:

- Data Center Partner of the Year (Global)
- Cisco Capital Partner of the Year (Americas)
- SMB Partner of the Year (Americas – US)
- USA Partner of the Year (Americas – US)
- Area Partner of the Year (US – Central)
- Commercial Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – Central)
- SMB Partner of the Year (US – Central)
- South Enterprise Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – East)
- Federal Intelligence Partner of the Year (Federal)

Please note that we excluded our Canada, European, and UK awards from this list.

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Juniper Networks

We are an Elite Partner with Juniper Networks; we have 100+ accreditations and 10+ certifications, including the Enterprise Routing & Switching Specialization and the Mist AI Specialization.

ExtremeNetworks

CDW•G is an ExtremeNetworks Diamond Partner. We have specializations in Security & Access Control, Cloud, Management & Automation, Data Center, ExtremeWireless, and ExtremeSwitching.

Netgear

Together, CDW•G and Netgear provide high-performance switching, wireless, and security solutions. We are authorized to sell Netgear Business, as well as Wi-Fi and networking solutions, switching, AV, remote management, and more.

Additional Partners

For your convenience, we have provided our line card as Exhibit 1.

Services

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

CDW•G provides the required services listed in the RFP' Scope of Work; we provide insight into each requested service throughout the remainder of this section. Our full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance user experiences, and optimize collaboration, all while delivering agility and cost efficiencies.

Lifecycle of Services

In today's competitive market, the speed of digital priorities is critical to success, yet technical complexities can slow progress. CDW•G's **full lifecycle of services** supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our experts help you design, orchestrate, and manage your technology environment:

Design – Advisory and Assessment

Using a wide breadth of tools, data, and decades of expertise, we offer strategic advisory services, workshops, assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

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Orchestrate – Building, Implementation, Deployment

Our expert engineers configure and deploy your solutions to help the City of Mesa and OMNIA Partners Participating Public Agencies implement technology according to your organization's unique needs and ensure it works from day one. We build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Manage – Continuous Support and Operations



CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies save time and money and augment internal IT team bandwidth with 24/7/365 support and expert management of any aspect of your technology solution.

- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW•G provides end-to-end support of your complex environments.
- **Technical support and continuous improvement engagements:** CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

We provide greater insight into our full Managed Services capabilities later in this section.

CDW Services Overview

Our professional services help the City of Mesa and OMNIA Partners Participating Public Agencies amplify your capabilities at any stage of your technology journey. IT services are a critical necessity for government entities and public agencies. Our IT services are built to help the City of Mesa and OMNIA Partners Participating Public Agencies tackle various day-to-day challenges, such as increasing efficiency and maximizing costs, while allowing you to free up your internal resources to focus more on core projects. However, not all government entities and public agencies are fully equipped with the necessary resources or have access to the technical experience and support that they need. Our services allow the City of Mesa and OMNIA Partners Participating Public Agencies to focus more on their residents and constituents.

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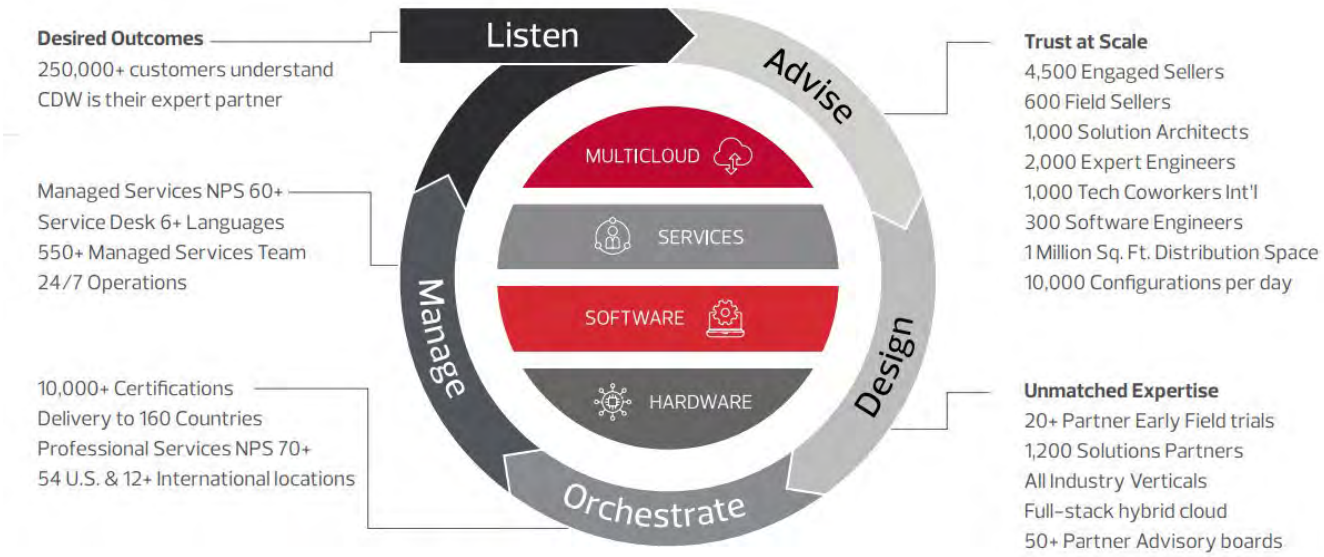


Figure 6. CDW•G's Lifecycle of Services

CDW Services consists of the following services, each with its own focus, experts, and capabilities:

CDW Infrastructure Services provide expertise, tools, and resources to scale and future-proof your infrastructure. We help the City of Mesa and OMNIA Partners Participating Public Agencies upgrade existing architecture and prepare for what's to come, whether on-premises, migrating to the cloud, or in the cloud. We also modernize applications, streamline delivery through DevOps (CDW Development Services), and write custom, cutting-edge apps that drive business. To ensure all of your needs are being met, we have broken our Infrastructure Services into the following categories:

- **CDW Hybrid Cloud** consists of cloud and hyperconverged infrastructure services.
- **CDW Networks** deals primarily with enterprise networking as well as data center networking.
- **CDW Data Center** encompasses soft-ware defined data centers, data center migration and optimization, next-gen backups, compute and storage solutions, as well as power and cooling solutions.
- **CDW OS** includes operating systems, applications, and services.
- **CDW Software Engineering** includes DevOps, as well as software design and consulting.
- **CDW App Modernization** deals specifically with Application Modernization.

CDW Workspace Services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable the City of Mesa and OMNIA Partners Participating Public Agencies to build a communications platform that grows with you, is rapidly adopted by end users, and helps improve business outcomes through seamless collaboration. Our workspace services are broken into the following categories to meet a variety of complex needs:

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- **CDW Collaboration** services deal primarily with communications, messaging and conferencing, video, applications such as Office 365, engagement contact centers, as well as portals and content collaboration.
- **CDW Endpoint** services encompass management and security, mobility, mobile workspaces, unified endpoint management, and managed print services and printer supplies programs.

CDW Security Services provides independent evaluations of security posture and helps government agencies fortify their weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response. Our security services are broken into the following categories:

- **CDW Secure Platform** includes next-generation firewall and IPS, content security, identity and access management, network visibility, and endpoint protection, as well as policy and access.
- **CDW Detect and Respond** deals with log aggregation and correlation, as well as security incident response.
- **CDW Information Security** deals only with information security services.

CDW Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data. We have broken our data services into the following categories:

- **CDW Data** focuses on data modernization and data analytics.
- **CDW AI/ML** deals specifically with machine learning analytics (ML) and artificial intelligence (AI) data analytics.

CDW Support Services delivers custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes. We offer a variety of support services for hundreds of manufacturers; these services include the following:

- **CDW Technology Support** is a branded service backed by the Original Equipment Manufacturer (OEM) collaborative warranty support service. Our depth and breadth of expertise enable us to get a top-level engineer quickly, resulting in faster incident resolution.
- **CDW Extended Support** provides continuous break/fix support service on equipment that its manufacturer no longer covers (N-1 or older) or is nearing end-of-service (EOS) life.
- **Help Desk Services** connects you with our Managed Services team and helps put the right people, processes, and tools in place.
- **Warranty and Maintenance Services** allow us to keep your equipment – and organization – running with expanded and extended warranties as well as custom maintenance contracts that include on-call experts and break/fix agreements.

CDW Configuration and Integration Services make sure your new technology is ready to work on arrival, whether we are building out a data center solution with fully configured racks, facilitating a multisite deployment of pre-configured computing devices, or handling single-device provisioning. We offer basic and advanced services:

- **CDW Basic Configuration and Integration Services** include hardware integration, software configuration, asset tagging and reporting, custom laser engraving, Windows autopilot enrollment with Intune pre-provisioning, Chrome OS White Glove Service

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(WGS), and Zero-Touch Enrollment (ZTE), inserts, kitting, and custom packaging, buy and hold services, mobility services, and burn-in services.

- **CDW Advanced Configuration and Integration Services** consist of hosted VPN services, custom imaging, network and security device configuration, and rack configuration.

Success Story: Citizen Support Entity

Background

This State has more than 200 libraries dispersed throughout business centers and other areas where community members frequently visit. To increase efficiency, this State entity wanted to digitize their content and workflow to lessen the processing and approval time for public benefits applications. The customer's goal was to offer convenient access in a friendly environment while also downsizing the number of staff needed in the process.

Engagement and Solution

As their chosen consultant, CDW•G answered any remaining questions regarding the hardware and use cases to ensure that the solution matched the desired outcome. The CDW•G Team also determined which CDW Configuration Services would be most applicable to this project and the customer's overall mission.

CDW•G provided the state with an end-to-end solution. First, we provided proof of concept and created a desirable bill of materials. To best meet citizens' needs, we determined the ideal fit of Chrome tablets that would be suited for long hours of operation in high-touch environments. The Chrome tablets have many benefits, such as built-in security, ease of deployment through Zero Touch Enrollment, and centralized manageability via the Chrome Operating System (ChromeOS). This reduced the total cost of ownership to the customer.

CDW•G then looked for a kiosk that would complement the Chrome tablet and recommended necessary modifications. Finally, the team acquired demo units for the State to test.

Outcome

CDW•G positioned a complete solution that will allow the State's citizens to conveniently access government applications at over two hundred library locations across the State. Their CDW•G Team was diligent in addressing each of the customer's requirements and concerns, thoroughly reviewed proof of concept, and effectively collaborated with partners to provide the best solution.

Software Services

CDW•G has a variety of services to help you with your software needs. CDW Software Services takes a pre- and post-sales consultative approach to help you manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. Our Total Software Management solution provides everything you need to make every step of software management simple and effective. CDW•G has everything the City of Mesa and OMNIA Partners Participating Public Agencies need to begin exploring software options, including, but not limited to, the following:

- Extensive knowledge of the software industry and publishers
- Insight into the latest trends and products

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- Decades of experience in enhancing software environments
- Comprehensive process to review goals and technical requirements
- A comprehensive portfolio
- Expertise in cloud apps

Our software experts will identify your current license position and renewal timeline, as well as provide a review that is easy to understand so that you can maximize returns on your software investment. Our review helps you organize and track software, prepare for purchases, and educate teams about the software infrastructure. The review:

- Determines whether current agreements fit your needs
- Identifies opportunities for agreement consolidation
- Shows when your agreements are up for renewal

Our long-standing partnerships with top software vendors give us a deep understanding of each one's unique licensing requirements. CDW•G is committed to maintaining the highest level of knowledge and expertise surrounding software solutions. We will leverage our close partner relationships and continue to invest in our workforce to ensure we stay in front of the ever-changing landscape within this area.

Success Story – Local Community-Development Services

Background

This local government entity sought assistance for their IT licensing renewals and assistance in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, maintain compliance, and optimize costs.

Solution

CDW•G has a thorough process to ensure that the customer's needs were met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management.

Outcome

With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently.

In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

Software Value-Added Services for the City of Mesa and OMNIA Partners Participating Public Agencies

CDW•G does not compete on price alone. As a vendor-neutral solutions provider, assisting with presales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. Therefore, we have the expertise, experience, and resources to provide the best solution for the City of Mesa and

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OMNIA Partners Participating Public Agencies. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes. This allows the account team to keep the City of Mesa and OMNIA Partners Participating Public Agencies appraised of new product releases, version changes, and price changes, all of which affect how you purchase software.

CDW•G offers the City of Mesa and OMNIA Partners Participating Public Agencies the following value-added services:

- Assessments
  - Software License Review
  - Demonstration Labs (such as our Microsoft Experience Center)
  - Virtualization Assessment
  - Security Threat Check
  - One-to-One Readiness
- Trial License Key Codes
- Educational resources and important notifications, including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports
- Available software promotions
- Sponsored vendor events designed to keep the City of Mesa and OMNIA Partners Participating Public Agencies in the know of industry trends

Licensing Strategy Consultation

- Current licensing assessment
- Analysis of current and future needs
- Discussion regarding procurement preferences
- Multiple quotes for side-by-side comparison

Ongoing Licensing Strategy Sessions

- New products
- Software Assurance benefits utilization
- Changes in licensing structure
- Future procurement planning

Quarterly and Ad Hoc Reporting

- Help for managing maintenance agreements
- Reminders for expiration-sensitive products
- Analysis of options for coterminous agreements
- Comprehensive online reporting of all software purchases from CDW•G

Customized Procurement Plan

- Multi-year license procurement roadmap

License Agreements

- Provide for the City of Mesa and OMNIA Partners Participating Public Agencies Education on License Agreement Terms & Conditions
- License Agreement setup and processing

Our expertise extends to everything from the evaluation process and technology planning to software purchasing and the contract management tasks ahead. CDW•G is committed to coordinating the resources needed to provide helpful insight on right-fit options for your specific

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needs. In fact, we have over 320 coworkers specifically dedicated to Software Licensing, Solutions, and Services.

We believe the City of Mesa and OMNIA Partners Participating Public Agencies will find that our business model provides one of the best values that the industry has to offer for licensed software. Our resources and our value-added tools provide the City of Mesa and OMNIA Partners Participating Public Agencies with the pricing and partnership that you deserve and make procurement easier. We have the best-in-class solution today, but we will continue to evolve in order to maintain our leadership role, expand and enhance our value proposition, and better serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Local Government Entity

Background

In 2022, this local government entity transitioned from on-premise technology solutions to the cloud and required continued guidance to understand the solutions, licensing support, and help to educate their end-users. The customer wanted a partner to help evaluate their current license entitlements and solutions to fit user profiles. Their top priorities were to reduce costs and improve end-user satisfaction.

Engagement and Solution

We have managed the customer's Microsoft Enterprise Agreement (EA) for the last six years and conducted regular communication and quarterly business reviews to stay in touch with the customer's needs. As a part of the year 1 true-up process, we engaged the customer to review licensing and end-user functionality requirements.

To help this customer meet their goals, we provided them with cost analysis and guidance for Microsoft M365 E3, E5, and F3 products in addition to on-premise server products, including SQL and Windows Servers.

Outcome

CDW•G's engagement helped the customer to consolidate their licenses and achieve cost savings by requesting reductions on cloud licenses prior to their two-year anniversary and replacing them with M365 E3. By educating the customer on license compliance and options to Step-up, this local government entity recognized significant cost-savings. Ultimately, the customer greatly appreciated CDW•G's contribution and has recognized an enhanced Microsoft experience overall.

Cloud Computing Services

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies have many technology provider choices. When working with CDW•G, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or a specific partner. CDW•G works with customers to develop coordinated and cost-effective Cloud Solutions through the following range of services:

- **Discovery and Assessment:** Understanding of environment, usage, challenges, and requirements
- **Planning and Design:** Evaluation of providers, recommendations, and proof of concept
- **Migration Services:** Smooth deployment of the solution

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- **Integration Services**: Full integration with existing applications
- **Application Modernization**: Turning monolithic legacy apps into cloud micro-services
- **Aggregation Services:** Streamlined administration and aggregated billing
- **Managed Services:** CDW•G hosted and remote managed services or partner-managed services
- **Fulfillment Services:** Onboarding, reporting, billing, partner reconcilement, and renewals

As a leading provider of Cloud Solutions, we can help the City of Mesa and OMNIA Partners Participating Public Agencies assess your priorities and determine which applications and processes should and shouldn't be moved to the Cloud. We also help you design the best delivery model, whether public, private, or a hybrid model, that provides the greatest flexibility to customize your solution. Furthermore, our pre-qualified partner network makes it easy to find the right providers and to create a comprehensive, multi-vendor solution that meets your specific needs.

Consulting and Advising Services

Our IT consulting and professional services team — over 1,000 professionals strong — delivers personal service that helps the City of Mesa and OMNIA Partners Participating Public Agencies understand and meet your organizational and technological needs. A key differentiator for our Advising and Consulting practice is that our experts go beyond advising; CDW•G can deliver on whatever the City of Mesa and OMNIA Partners Participating Public Agencies need. Because of our ability to design and deliver, our consultants incorporate their technical knowledge and experience into the design, assessment, and implementation. Our comprehensive approach ultimately mitigates risk through experience to ensure that customers like the City of Mesa and OMNIA Partners Participating Public Agencies get it right the first time.

We have expertise and certifications across diverse industries in the public and private sectors. Our project managers and consultants work directly with you to design and implement every facet of your IT solution.

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

Presales Consulting

A unique advantage of CDW•G's business model is that the City of Mesa and OMNIA Partners Participating Public Agencies have access to an incomparable depth and breadth of value-added technical expertise. Our highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. In addition, our strong relationships with manufacturers enable your CDW•G Account Team to provide presales consultation, technology roadmaps, and other assistance quickly. In fact, many major vendor partners have dedicated staff at CDW•G.

During the presales phase, service consultation focuses on understanding the City of Mesa and OMNIA Partners Participating Public Agencies' requirements and engaging the appropriate technology specialists, systems engineers, and solution architects. We work to identify potential solutions that meet each Participating Public Agency's needs before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA

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Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits.

Below is an overview of those who can be engaged to support the City of Mesa and OMNIA Partners' Participating Public Agencies during the presales consultation process and beyond:

Technology Specialists

Our teams of technology specialists are highly trained and experienced in various products and technologies, including the following:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Servers and Storage
- Software Licensing and Management
- Unified Communications and Collaboration
- Voice and Data
- Security

Presales Systems Engineers

We have a large team of over 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions that boost productivity and improve operational efficiencies. Extremely knowledgeable about the latest technologies, they have important insight into the pros and cons of different solutions.

Onsite Vendor Representatives

CDW•G has manufacturer and software publisher representatives onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and to provide training on an ongoing basis. Our strong relationships facilitate presales consultation and timely notification regarding product changes and products going end of life.

Data Center Transformation Team

In addition to our presales consulting team and resources, our advanced consulting arm, the Data Center Transformation (DCT) team, has both the resources and expertise to collect complex data, provide custom reporting, and tailor our advisory outcomes to the unique needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G is aligned with industry trends across technology organizations and industries, including state, local, and education. CDW•G reins in the complexity of industry trends and tailors it to your needs and goals through our disciplined practices.

Data Center Transformation is the process of changing an organization's IT infrastructure and application services to improve its capabilities, performance, and efficiency. The process includes data center migrations, cloud integration, large-scale changes to hardware, virtualization, improved resiliency, software-defined components, application rationalization, and business process automation. At its core, DCT is a business-first approach that will enable the

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City of Mesa and OMNIA Partners Participating Public Agencies to accelerate the transformation of your business models using technology to achieve its unique goals.

The DCT team offers consultative guidance in six key strategic focus areas, highlighted in the figure below:



Figure 7. DCT Focus Areas

With over 23 years of experience providing consulting and advisory services, the DCT team provides consultative and advisory expertise specific to the City of Mesa and OMNIA Partners Participating Public Agencies' business challenges. With a focus on understanding your outcomes, goals, and objectives, DCT takes a consultative approach to recommend solutions to address strategy rather than problems.

For decades, the DCT team has led transformative projects for state and local governments, federal entities, small businesses, large corporations, and health and education organizations. Over this period of time, we have accomplished many goals for our customers, including:

- Moved 675 data centers
- Relocated 250,000+ workloads
- Migrated 25,000+ applications across 16 industries
- Reviewed 1290 data centers
- Assessed and defined direction for 15M+ square feet of raised floor
- Identified an average reduction of 65% of data center space
- Designed enterprise clouds to support up to 780K workloads
- Moved 950,000 workload
- Moved 25,000 workloads within a single client
- Moved 10,000 workloads in a single environment
- 160 facility concept plans performed
- Rationalized almost 1M workloads for cloud placement
- Worked with 325+ converged infrastructures involving our services
- Configured more than 5M configuration items for hundreds of CMS/CMDBs
- Implemented 77 enterprise IT operating models

There are many different types of projects that the DCT team can orchestrate for the City of Mesa and OMNIA Partners Participating Public Agencies. These projects span the full gamut of transformational information technology and include solution areas such as data center transformation, business process optimization, and application management solutions. Our DCT team uses proven processes and leverages infrastructure, data, digital, and security experts to create high-value transformative business capabilities for our customers.

Overview of Advising and Consulting Services

CDW•G has a wide variety of advising and consulting services. These services include, but are not limited to, the following:

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- **vCISO Service:** Many organizations have limited staff or skill sets and need assistance navigating security obstacles, which is why CDW•G's Security Consultants are available to act as a virtual Chief Security Information Officer (vCISO). Our vCISO service helps you improve the maturity and scope of your existing security practices by providing a technology-neutral Security Consultant.
- **CDW OS ITSM Simulation/Executive Visioning Workshop:** By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of your internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.
- **IoT Transformation Workshop:** Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine the return on investment (ROI), and evaluate your foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.
- **CIO Essentials:** Our CIO Essentials provides the framework to develop the City of Mesa and OMNIA Partners Participating Public Agencies' vision for the future into an actionable strategy and roadmap. Whether Participating Public Agencies are looking to transform your organizations into a DevOps culture based on cloud Platform as a Service (PaaS), industrialize your private cloud services, consolidate your application portfolio, or modernize your IT environment as a whole to reduce IT expenses, CIO Essentials provides the tools the City of Mesa and OMNIA Partners Participating Public Agencies need to deliver a clear, concise business-centric strategy.
- **PMO Assessment Workshop:** Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high-impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.
- **Application Rationalization:** Over time, your application portfolio may expand as more are introduced for specific needs. Using a strong holistic methodology, CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies address your application portfolio to ensure that the applications used are cost-efficient and serve as effective tools. Our skilled consultants will work directly with relevant stakeholders to review your organization's complete list of applications. This review includes a full data analysis, coupled with facilitated workshops and interviews with application owners and end-users. These sessions provide additional context and knowledge beyond the raw data to identify and attain your organization's end goals.
- **Application Dependency Mapping:** Application dependency mapping combines tool-based discovery with the experience of CDW•G resources to provide a holistic view of an application environment, including detailed information and mapping of the relationships between your IT assets. Whether the City of Mesa and OMNIA Partners Participating Public Agencies are prepping to migrate to a new data center, introducing a new application, reducing the risk of business interruptions, or planning to transform your business, application dependency information is a crucial factor in your success. Application dependency mapping is an essential first step for understanding your current environment or preparing for a wide range of changes.

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- **Migration Execution:** From planning and strategy to the execution of the migration, CDW•G can assist you with the ability to migrate from your current data center to a new one on a schedule.
- **Migration Readiness Assessment:** Before starting a migration program, consider having CDW•G experts perform a Migration Readiness Assessment. This program helps you be prepared to start the migration program, by identifying risks and develop mitigation plans that could impact your migration program, which will help you make better-informed decisions about scope, timeline, budget, and resources.
- **Organizational Effectiveness Services:** Ensuring that your organization is performing at the highest levels depends on how well your IT teams function and work with each other. CDW•G's expertise in how IT organizations operate helps you drive efficiencies, address issues, prepare for an organizational change, or expand services to meet business objectives. Our consultants will align your organizational structure and role definitions to meet your goals as well as account for current needs and projected growth to better understand your strategic direction.
- **IT Practices Workshop:** Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organizations operate. Through a holistic approach, we look beyond process documentation into how teams work together. Each Participating Public Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of your strengths and weaknesses and a plan to ensure your processes propel you to reach your goals.

The above services and workshops serve as an example of our capabilities but are not an exhaustive list.

OMNIA Success Story: Midwestern, Midsize City

Background

CDW•G prioritizes helping all our public sector customers realize the vision they have for the future – from the smallest town to the largest municipality. Simply providing order fulfillment is a thing of the past. This mid-sized city, serving over 200,000 constituents, sees an opportunity to grow their mission and their community by becoming an innovative organization delivering world-class outcomes for their citizens.

Challenge

Regrettably, this City encountered a predicament all too familiar: a shortage of resources hindering the pursuit of their ambitious transformational goals. Compounded by the relentless pace of technological evolution, innovation became an elusive pursuit. Instead of envisioning strategic growth, the City found itself caught in the struggle to maintain an aging infrastructure. Even if budgetary allocations were secured for new technology, the protracted procurement process extinguished any hope of timely execution, casting a shadow over the prospects of success.

Solution

Enter the City of Mesa, OMNIA Partners contract, and CDW•G. The City of Mesa contract gave this city a procurement vehicle that would ensure taxpayer dollars are spent sensibly, while allowing IT leadership to make decisions and execute their plan quickly. Far from the

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old adage of “use it or lose it” funds, CDW•G was able to provide critical staff augmentation resources to complete crucial updates on a timeline unique to local government.

Going a step further, the City’s dedicated CDW•G Account Team coordinated consultants to help formulate an effective plan for implementing and executing on their vision. This wide range of services offered by CDW•G – from basic network upgrades to InfoSec consulting and road mapping – became a key factor in IT moving from treading water to making real progress in delivering exceptional outcomes.

Success through OMNIA Partners

The City benefits from competitively priced service offerings with the technical acumen to partner alongside C-level executives and deliver innovative outcomes; a contract that procurement understands and embraces as a cost-saving measure; and a partner that understands their needs and aligns their resources to help accomplish goals that once seemed out of reach.

Technical Support Services

CDW Technology Support

CDW Technology Support (CTS) is CDW•G’s branded offering backed by the OEM collaborative warranty support service. CTS provides an enhanced client warranty support experience with one contract offering incident management for covered devices. CDW•G will take the first call for the City of Mesa and OMNIA Partners Participating Public Agencies to help resolve your issue and, if needed, provide an engineer onsite to perform a hardware replacement.

If escalation to the OEM is required, CDW•G will do that on the City of Mesa and OMNIA Partners Participating Public Agencies’ behalf. CDW•G Technology Support helps the City of Mesa and OMNIA Partners Participating Public Agencies solve your business problems by providing a single solution for your manufacturer support, saving internal IT staff time and/or any unplanned expenses for an engineer to come and replace faulty hardware and/or renew a contract that was not co-termed. Because of CDW•G’s depth and breadth of expertise, we are able to get a top-level Technical Assistance Center (TAC) engineer more quickly than a customer may be able to, resulting in quicker incident resolution. Some of the features and benefits of CDW Technology Support include:

- **One place to call:** CDW Technology Support allows the City of Mesa and OMNIA Partners Participating Public Agencies a single point of contact. We provide end-to-end ownership of all incidents, service requests, and support for maintenance, hardware replacement, knowledge base, and software support.
- **24/7/365 support:** CDW Technology Support provides around-the-clock support via a dedicated service desk 24/7/365 and also provides a dedicated support number, email address, and ServiceNow login to open and view case status online.
- **Full-service Return Merchandise Authorization:** If, after troubleshooting, CDW engineers determine that a device needs to be replaced, CDW•G will request the RMA from the manufacturer on your behalf and have it sent to your location. We will also dispatch an engineer to meet that part and swap out the device for you and return the defective parts to the manufacturer and update the serial numbers on your contracts.
- **Fully backed by manufacturer warranty and support:** A support contract is purchased through the manufacturer so you do not lose the ability for upgrades,

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updates, etc., and may be provided software download access to those contracts if requested.

Maintenance Offerings

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A conterminous support contract takes the City of Mesa and OMNIA Partners Participating Public Agencies' existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff, including system engineers, network technicians, PC, and printer repair technicians, and more.

For information about warranty and repair services, please see "Repair" below.

Leasing/Financing Services

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

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Trade-in Services – CDW•G's Information Technology Asset Disposition

When the City of Mesa and OMNIA Partners Participating Public Agencies' equipment reaches the end of its lifecycle, CDW•G can refer you to industry-leading IT Asset Disposition (ITAD) service providers to help you properly dispose of the hardware. Our partnerships with industry-leading asset disposition organizations allows for fair market value, responsible disposal, transfer of liability, and potentially credit toward new tech purchases with CDW•G.

CDW ITAD services include, but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to the City of Mesa and OMNIA Partners Participating Public Agencies, including:

- Logistics services for quick and efficient removal of equipment from client facilities
- Device pickup, including palletizing equipment, shrink wrapping, and transport
- Document of liability transfer provided to indemnify client from any environmental liability
- Ensure removal of all client information and software from electronic media and assets
- US Department of Defense-compliant erasure services in full support of government standards
- EPA-approved disposal
- Zero-landfill policy
- Complete serialized reporting available via a website

Repair Services

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the City of Mesa and OMNIA Partners Participating Public Agencies the assurance of predictable costs and repair response times that a warranty agreement can provide.

The standard manufacturer warranty that comes with most products is a "best effort" commitment for response time. Regardless of the application of a system for the City of Mesa and OMNIA Partners Participating Public Agencies, the "best effort" level of service is frequently not sufficient to achieve desired business continuity. Even a non-critical repair, such as a tablet, can keep a coworker without this tool for 8-10 business days. Moreover, standard manufacturer warranties can quickly expire. The average industry cost for maintenance is $85-$120 per hour plus parts; quickly leaping past the cost to extend the warranty. As such, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies take advantage of the warranty, repair, and maintenance options we offer.

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide our customers the insurance of predictable costs and repair response times that a warranty agreement can provide. Our comprehensive suite of product lifecycle support offerings includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk service

Account Managers keep a watchful eye on all of their customers' agreements and have pre-emptive discussions to ensure customers' next warranty purchase meets their needs as well.

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Examples of our available warranty levels, popular warranty options, and related value added services are included below. The completeness of our portfolio allows us to provide effective problem diagnosis and resolution for every customer need.

Basic Warranty

CDW•G's basic warranty offering includes the following:

- **CDW•G provided 30 day warranty** – We offer a complimentary 30 day warranty for all products we sell. Once the 30 days have expired, CDW•G's technical support or the City of Mesa and OMNIA Partners Participating Public Agencies' dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support** – We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW. Our technical support technicians are US based, located in Holmdel, New Jersey, responding to about 60 calls a day. For insight into your technical issues, the City of Mesa and OMNIA Partners Participating Public Agencies can monitor the frequency and type of technical support requests via the CDW•G Account Center.
- **Extensive engineering support** – We have service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to the City of Mesa and OMNIA Partners Participating Public Agencies by phone, and we also offer on-site support. As with the technical support above, a key to great support is that they are not compensated by an individual manufacturer they are "vendor agnostic." This allows them to support the interoperability of the City of Mesa and OMNIA Partners Participating Public Agencies' entire solution, not promote a single brand. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

Extended Warranty

CDW•G offers various extended warranty options, including the following:

CDW Maintenance Agreements

CDW's offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include:

- **Coterminous Support Contracts** - A coterminous support contract can take the City of Mesa and OMNIA Partners Participating Public Agencies existing manufacturer support plans and roll them together with one common end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement** - These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts** – Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff including: system engineers, network technicians, PC and printer repair technicians, and more.

Cisco SMARTnet

Without SMARTnet, Cisco charges $400 hour for repair services. With the average repair taking four hours, customers are likely to pay $1600 per incident without SMARTnet. Cisco SMARTnet service provides enhancement and maintenance support resources during the operational lifetime of a Cisco networking device. We are the #1 Cisco SMARTnet partner, holding SMARTnet Maintenance Agreements with over 34,000 distinct customers. Our dedicated

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SMARTnet team has 38 SMARTnet Specialists with over 200 years of combined experience working with SMARTnet contracts and in-depth knowledge of Cisco's internal SMARTnet tools. We offer multiple length and levels of SMARTnet agreements, including onsite options. CDW is authorized to purchase directly from Cisco, which can greatly reduce the City of Mesa and OMNIA Partners Participating Public Agencies' cost for this comprehensive service.

Hard Drive Retention

CDW•G offers IBM and Lenovo hard drive retention warranty options for our customers whose hard drives store confidential customer data, trade secrets, or intellectual property, or if they need to comply with regulatory requirements. When a damaged hard drive is replaced, the customer keeps the original defected device, eliminating tracking of drives during transit and providing the utmost data protection.

Design Services

We get that every IT solution is unique and that its delivery must be customized to meet the City of Mesa and OMNIA Partners Participating Public Agencies' specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design solutions that meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW•G has the expertise you need to help with all of your IT needs. We provide remediation recommendations based on environment discovery and create application architecture designs and roadmaps specific to the requirements of each OMNIA Partners Participating Public Agency.

An overview of our design services include, but are not limited to, the following:

- **Solutions Design:** CDW•G helps you design specific solutions to meet your hybrid infrastructure, network, digital workspace, and security needs.
- **Transformation Design:** Design platform migrations, application upgrades, and the entirety of your digital transformation
- **Platforms Design:** Design public cloud platforms and applications with our experts. Our design and planning workshops help you align your goals and needs to create an outcome-based unified communications strategy based on end-user satisfaction.
- **Device Design:** Device Design includes custom building the right device for the City of Mesa and OMNIA Partners Participating Public Agencies' needs and providing recommendations for all key technical specifications. Once the City of Mesa and OMNIA Partners Participating Public Agencies know which products are best for your environments, we often work with our partners to custom design them – even if the device is not currently available in the market. These devices - also called Configure to Order – are built to your exact specifications.
- **Data Strategy Design:** The first step in harnessing the power of your data is having the right processes in place for collecting, analyzing, and making decisions based on what the data is telling you. CDW•G is there to suggest new ways to create an agile, modern data strategy. We conduct a comprehensive evaluation of your current data processes and platforms and then design a customized data strategy tailored to your needs.
- **Software Development/Design:** CDW•G provides remediation recommendations based on environment discovery, and create application architecture designs and roadmaps specific to your requirements.

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- **Security Controls Design:** When it comes to designing security controls, CDW•G provides a comprehensive and vendor-neutral approach to prevent data breaches and proactively respond to cyberattacks.
- **Physical Security Solutions Design:** From hardware and software recommendations to floor plans that specify new device install locations, our physical security experts can design a completely new physical security system that fits your needs.
- **Infrastructure Design:** Infrastructure experts can design and implement an infrastructure that consolidates business processes and allows you to rapidly improve end-user experiences and mitigate problems on both internal and external applications.

Success Story: State Court System

Challenge

This State Court System had a mission to provide its citizens with access to the justice system and transform their digital experiences. The legacy content management system (CMS) platform was difficult to maintain and gave the website an outdated look, featuring text-heavy, static content that made it difficult to find important information. Because the site lacked the ability to incorporate reusable content, the IT team was responsible for content updates. Additionally, the site was not designed for mobile devices, which hindered the user experience for a large proportion of the users accessing the site. As a result, the platform had limited user analytics and business stakeholders had a hard time understanding user behavior. This customer needed a site platform that would optimize the user experience, improve content quality and velocity, and provide deeper insights into how their users were utilizing the site.

Solution

CDW•G performed a Discovery Phase with key business and IT stakeholders to elicit and document high-level business goals, user personas, site features, high-level user stories, and the high-level technical architecture for an Adobe Experience Manager website implementation. The information gathered from the discovery phase was used as the basis for creating a list of Experience Manager templates and components that would be needed to successfully migrate the existing website to Experience Manager. The CDW•G creative team worked with the customer on their vision for the redesigned website.

After a collaborative process, the team finalized designs that would transform the existing web experience. CDW•G then implemented the required templates, components, and integrations to migrate and launch the new public website on Adobe Experience Manager. Key features of these phases included:

- **Agile delivery**: The team adopted an agile process to create and extend more than 50 Experience Manager components and templates across multiple three-week sprints. End-of-sprint demos allowed the State's stakeholders to provide early feedback on whether any course corrections or minor tweaks were needed.
- **Website redesign:** CDW•G collaborated with the customer and created more than 18 pages of designs, including both website and mobile layouts, to serve as templates that focused on providing website users with a seamless way to find and consume content.
- **CDW•G Digital Foundation**: The CDW•G Digital Foundation accelerator was leveraged to create the new website. The accelerator consists of dozens of Experience Manager components that CDW•G has invested in developing, based on

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common client use cases. The use of the accelerator lowered overall development complexity and effort, leading to a reduction in total implementation costs.

- **Forms search engine:** CDW•G created a forms search engine, allowing users to search for forms appropriate for their needs. Content authors can embed references to forms in searchable content, allowing forms to be more easily found than ever before. The forms search engine makes it simple for the customer to update form data in one place and reflect those form updates sitewide.
- **Analytics**: Adobe Analytics was configured with Experience Manager using Adobe Launch. CDW•G created an Analytics data layer to capture user behavior based on the customer's requirements.
- **Content author enablement and author guide**: CDW•G created an author guide, giving authors a place to find answers to their content questions, as well as a basis for how to create a page and which templates to use.
- **Strategic consulting advice:** Throughout the project, CDW•G provided strategic consulting advice with respect to Adobe product features and best practices, becoming a trusted advisor to the State's stakeholders. Our consulting and relationship with the customer were key to the project's success.

Outcome

This customer launched a newly redesigned public website and its ever-expanding capabilities through the MyCase portal. For the citizens of this state, locating and accessing information and tools is easier than ever. Whether at home or on the go, users can journey through the website, find the correct resources, and navigate complex forms. CDW•G worked closely with the customer to redesign and migrate its public-facing site to Adobe Experience Manager Cloud Service. The Adobe platform gives the customer the ability to easily maintain existing content, streamline new content creation, and continuously improve the user experience by removing friction points in the user's journey.

Analysis Services

Analysis is an integral component of the design, orchestrate, and manage phases of our lifecycle of services. CDW•G possesses the most comprehensive and powerful analytical tools, enabling us to understand your current environment. Additionally, we offer a comprehensive set of analysis and assessment services that include, but are not limited to, the following:

CDW Infrastructure Assessments

SD-WAN Assessment

We provide an In-depth review of the SD-WAN edge devices, architecture, and configurations to provide recommendations on how to improve the implementation. The assessment typically consists of a review of the management console, hardware, scalability, features, software version, internet design, routing configuration, policies, security, WAN optimization, SaaS on Ramp, and integrations.

Wireless Assessment

We consult with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the current state of the wireless infrastructure and your desired business outcomes. We conduct an in-depth review and document the current environment with

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an inventory list, and then provide recommendations that meet your requirements and allow you to achieve your desired outcomes.

Network Health Check

This health check includes elements like tools deployed to discover network devices, End of Life (EOL) or End of Sale (EOS), and software security report, device software code recommendations, and a summary report.

Network Assessment

Our Network Assessment includes all of the elements of the Network Health Check, but is more feature-rich in its diagnostic capabilities.

Next Generation Network Assessment

Our Next Generation Network Assessment delivers our most comprehensive diagnostics. It includes more future-state planning artifacts, such as a roadmap tailored to the City of Mesa and OMNIA Partners Participating Public Agencies needs that outlines recommended steps for improving future-state performance and security.

Quality of Service Assessment

An in-depth review of each device's Classification and Marking, Queuing and Shaping, Service Provider mapping and translation, and WAN VPN.

Multicast Assessment

An in-depth review of each device's L2/L3 Multicast configuration.

DV Technical Readiness Assessments

Digital Velocity (DV) Technical Readiness Assessments are designed to benchmark current architecture, processes and practices, and the City of Mesa and OMNIA Partners Participating Public Agencies' maturity level with the goal of uncovering, at a high level, the fastest and most impactful path toward your desired future state. Assessments are available for the following focus areas: Cloud, Modern DC, Migration, Database Migration, Application Modernization, DevOps, and Data Modernization.

Hybrid Infrastructure Assessment

Our Hybrid Infrastructure Assessment Team (HIAT) has several data center use cases and scenarios to provide capacity and planning advice in tandem with CDW•G solution architects, including:

- **Environment Overview**: CDW•G's HIAT provides a detailed report of a customer's current virtualization environment.
- VMware End of Support: CDW•G and the HIAT perform a licensing and hardware compliance checkpoint for VMware Virtualization.
- **Platform Migration**: A CDW•G Solution Architect works with the HIAT to project capacity for new compute platforms for a specific environment, whether on-premises or in the cloud.

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- **Consolidation:** A CDW•G Solution Architect in tandem with the HIAT can project the capacities needed to consolidate hardware or geographic locations.
- **Disaster Recovery (DR):** A CDW•G Solution Architect in tandem with the HIAT will provide the City of Mesa and OMNIA Partners Participating Public Agencies an overview of DR planning, best practices, and additional services available to assist in this critical business function.
- **Hardware Refresh**: A CDW•G Solution Architect , in tandem with the HIAT, helps the customer analyze and plan for proper lifecycle management of the data center infrastructure.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Well-Architected Review for AWS

A CDW•G field solution architect utilizes the AWS Well-Architected tool to walk the customer through the questionnaire and then reviews the output, specifically identifying any high-risk issues with the City of Mesa and OMNIA Partners Participating Public Agencies.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CloudHealth: Rightsizing Existing AWS Environment Assessment

A CDW•G field solution architect enrolls the City of Mesa and OMNIA Partners Participating Public Agencies for a no-cost trial with CloudHealth and, after two-week lead time, they outline what the tool has identified for you.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

Power and Cooling Assessment

CDW•G's Power and Cooling team performs an analysis of the City of Mesa and OMNIA Partners Participating Public Agencies current environment.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Storage Assessment Workshop

An analysis of the City of Mesa and OMNIA Partners Participating Public Agencies' data center storage environment, including object, file, block, cloud-based strategies, DC performance, capacity, and end-of-support planning.

VMware NSX POC Assessment Workshop

This data center assessment considers and deploys a proof of concept for the City of Mesa and OMNIA Partners Participating Public Agencies on how micro-segmentation using the NSX platform can benefit your operations.

Nutanix Configuration Assessment

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Assess and summarize the Nutanix environment in terms of its current health and architecture, with a focus on technical aspects of performance, manageability, and scalability of this environment.
Veeam Availability Assessment An analysis of Veeam's availability suite, including data protection and recovery strategies. It also covers design, performance, capacity, end-of-support planning, and a brief overview of disaster recovery.
CDW Automation and Orchestration Assessment Workshop A process optimization and tool selection guidance workshop for Assessment and Orchestration with the outcome being a collection of highly-detailed user stories for Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) process workflows, role definition recommendations, process optimization options, and recommended toolsets.
CDW Data Center Assessment An assessment of the City of Mesa and OMNIA Partners Participating Public Agencies' data center infrastructure, including storage, compute, and virtualization.
Cisco Flexpod Assessment Workshop Review of Cisco Nexus switching, UCS configuration, storage and capacity, and VMware virtualization to align with best practices.
Cisco UCS Assessment An analysis of Cisco's UCS converged infrastructure environment, including performance, capacity, and end-of-support planning.
VMware vSphere Assessment A VMware infrastructure assessment of up to 30 ESXI hosts and one vCenter server designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand the overall health and software status of your VMware ESX/ESXI and vCenter systems, including performance, capacity, and end-of-support planning.
CDW Security Assessments
Cloud Security Assessment Identify gaps in security posture and create an actionable roadmap for remediation, examining all major CSPs (AWS, Azure, GCP) and multicloud environments.
Application Security Assessment Assess application security by having a team of CDW•G security engineers attempt to break into an application used by the City of Mesa and OMNIA Partners Participating Public Agencies, whether it be an off-the-shelf product or one developed by your team.

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Application Architecture Review

Identify potential concerns within an application by examining the architecture and the data flow, finding vulnerabilities, and providing detailed recommendations for improvement.

SDLC/DevOps Review

Review and improve the secure Software Development Life Cycle (SDLC) program by focusing on the use of key application security solutions, including Dynamic Application Security Testing, (DAST), Static Application Security Testing (SAST), Interactive Application Security Testing (IAST), and Software Composition Analysis (SCA).

Data Protection Modernization Assessment

Evaluate the entirety of the data protection ecosystem to ensure the City of Mesa and OMNIA Partners Participating Public Agencies' recoverability. This assessment leverages a proprietary Data Protection ScoreCard (as well as stakeholder interviews and analytics tools) to provide a report comparing the existing environment to that of the new modernized environment.

Database Security Assessment

Assess database risk by evaluating the susceptibility of the City of Mesa and OMNIA Partners Participating Public Agencies' database to a host of known vulnerabilities and common attack scenarios.

Rapid IAM Assessments

Assess the City of Mesa and OMNIA Partners Participating Public Agencies' current Identity and Access Management (IAM) program and its ability to defend against a wide variety of threats. This assessment aligns with ISACA's IT Assurance Framework (ITAF), COBIT 5.0, ISO 27001/27002, ITIL v3, or the NIST standards.

IAM Strategy Assessment

Use business and security objectives to plot the course for an IAM program over a three- or five-year horizon, including new tool deployments, integrations, functionality improvements, and business justifications.

User Access/Privileged Access Reviews

Get a system-agnostic view of the organization's user processes and roles, and identify opportunities to convert manual processes into automated workflows.

Identity Exposure Assessment

Leverage a Zero Trust view to assess the CISA pillars of Identity and Device. The assessment closely aligns with the NIST Zero Trust Architecture and CISA Zero Trust Maturity Model, evaluating user and device identity management across on-premises and cloud environments for alignment with Zero Trust best practices.

Cybersecurity Maturity Assessment

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Leverage an established capability maturity model (CMM) to objectively evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current security program and provide realistic maturity rankings across industry standards and frameworks, including the NIST CSF, NIST 800-53, CIS Top 20, and PCI DSS.
SAP Role Design Assessment Assess Systems Applications and Products (SAP) Production environment, reviewing role design approach, role naming conventions, organizational-level security, unassigned roles, maintenance access, end-user profile assignment, and access to sensitive IT authorizations. Provide recommendations for role remediation and optimization.
SAP GRC Access Control Configuration Assessment Assess the SAP Governance, Risk, and Compliance (GRC) Access Control (AC) environment to evaluate process documentation, configuration settings, firefighter workflow setup, firefighter log report analysis, and risk ruleset customization analysis. Provide recommendations for improvement and a prioritized list of automation opportunities.
SAP User Provisioning and Role Change Management Process Assessment Review all provided documentation regarding policies and procedures to develop process maps for common SAP Security activities. Deliver detailed process flows for in-scope processes and recommendations for improvement and automation.
FTC Assessment Assess compliance by following a five-phase methodology for organizations faced with consent orders from the Federal Trade Commission (FTC).
PCI Assessment (Audit) Assess alignment of current practices with Payment Card Industry Data Security Standard (PCI DSS) requirements to determine compliance, issuing a Report on Compliance (Roc) or Attestation of Compliance (AoC) if appropriate. CDW•G also provides readiness assessments, scoping assistance, and Self-Assessment Questionnaire support, as needed.
Privacy Maturity Assessment (GAPP/NIST Privacy) Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' privacy program to benchmark policies, processes, and technologies against leading privacy standards, including the NIST Privacy Framework, Generally Accepted Privacy Principles (GAPP), and HIPAD35A Breach Notification requirements.
Third-Party Risk Assessments Assess the City of Mesa and OMNIA Partners Participating Public Agencies' third parties in support of enterprise-wide third-party risk management programs. These assessments be provided in a managed service format or in bundles/bulk assessments.

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Privacy Compliance Assessments (HIPAA/CCPA/CPRA/GDPR/PIPL/GLBA) Measure readiness and/or compliance with all major data protection regulations, including HIPAA, CCPA/CPRA, GDPR, PIPL, and GLBA. These assessments harmonize regulatory frameworks to save costs and improve efficiency.
IT Risk Assessment Assess IT environment or specific systems to determine if existing IT policies, procedures, infrastructure, applications and security posture are aligned with the City of Mesa and OMNIA Partners Participating Public Agencies' short-term and long-term business objectives.
CMMC Pre-Assessment Evaluate the current environment against the Cybersecurity Maturity Model Certification (CCMC) framework to identify gaps and develop a mitigation strategy before the certification assessment to help shorten the time to certification.
Zero Trust Assessment Build a strategic roadmap to Zero Trust maturity through our three-phase assessment, which aligns with NIST SP 800-207 guidelines and the Cybersecurity and Infrastructure Security Agency (CISA) Zero Trust Maturity Model.
Security Operations Assessment Benchmark the Security Operations Center (SOC) against CDW•G's best practices program, peer organizations, or historic organizational performance levels.
DDOS Resiliency Assessment Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to maintain business continuity and continue critical operations in the face of a Distributed Denial-of-Service (DDoS) Attack.
IoT Device Assessment Provide visibility into and control over the IoT devices on the network, improving the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to issues and threats.
Cyber Workforce Assessment Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills, and abilities of the individuals.
Web App Penetration Testing Identify and test the full attack surface of the provided application to achieve a full-breadth test of all user-facing functionality.
IR Readiness Assessment

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Assess the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to threats from inside and outside of the network perimeter. CDW•G can also help with Incident Response (IR) Program Development and IR Tabletop Exercises.
ASV Scanning Scans all Internet-facing systems that store, process, transmit, or impact the security of cardholder data (CHD) to adhere to the requirements of the current version of the PCI Data Security Standard.
External Penetration Testing Identify and test the full external attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to achieve a full-breadth test of all available services exposed to the public internet.
Internal Penetration Testing Identify and test the full internal attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to increase your overall security posture by identifying the maximum number of lateral footholds on a network that should be remediated.
Mobile Penetration Testing Identify and test the full attack surface of the provided application to discover vulnerabilities in several areas, including implementation and platform usage, storage and transmission of sensitive data, and communication with external resources such as API endpoints.
Physical Social Engineering Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to prevent and react to a targeted, non-destructive physical intrusion. This engagement includes both surreptitious and overt contact with the target facility, including masquerading as legitimate occupants or authorized third parties.
Social Engineering Evaluate your ability to prevent and react to a targeted attack as well as the effectiveness of security awareness training provided to users. Can use Phishing (email-based simulations) and/or Vishing (telephone-based simulations) methods.
Vulnerability Assessment Evaluate current IT systems to determine and categorize present vulnerabilities by classifying and ranking vulnerabilities. Provides a customized report with cost-effective, concise recommendations to tackle specific security problems or threats.
Wireless Penetration Testing Assess the organization's wireless attack surface by identifying corporate-sanctioned wireless assets and evaluating their respective security policies. Subjects all networks to active exploitation with the intent of accessing internal corporate resources.

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Compromise Assessment Leverage many of the same tools and tactics as attackers to conduct active threat hunting and develop indicators of compromise based on the recognized MITRE ATT&CK framework.
Secure Endpoint Health Check This health check validates the status of a microservice and its dependencies.
Red Teaming Services Assess the detection and response capabilities of an organization's Blue Team (defensive security professionals) in the event of a targeted attack. Attempt to gain access to the internal network through various attack vectors while subverting the organization's defenses.
Purple Teaming Services In our Purple Teaming Services, our CDW Red Team (offensive security professionals) pairs with the City of Mesa and OMNIA Partners Participating Public Agencies' IT security personnel (i.e., Blue Team) during simulations of specific attack scenarios to improve defenses and incident response procedures throughout the engagement.
Segmentation Validation Evaluate the effectiveness of any network segmentation controls used to reduce PCI DSS scope by attempting to connect to and access the cardholder data environment (CDE) from internal network segments intended to be out-of-scope for PCI DSS compliance.
Cisco Umbrella Health Check Review the Umbrella dashboard must-haves and help the City of Mesa and OMNIA Partners Participating Public Agencies identify common issues and how to maximize their protection.
Cisco Email Security Appliance (ESA) Health Check Evaluate the status of a customer's Email Security Appliance, configuration, and lifecycle with industry-standard recommendations.
Cisco Web Security Appliance (WSA) Health Check Evaluate the status of the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Web Security Appliance, configuration, and lifecycle health with industry-standard recommendations.
Cisco Identity Services Engine (ISE) Health Check Evaluate the Cisco Identity Services Engine with a system engineer focused on ISE best practices.
Cisco Firepower Threat Defense Health Check

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Analyze Cisco firepower configuration and posture as it relates to the City of Mesa and OMNIA Partner's security needs.
Cisco Secure Network Analytics Health Check Evaluate the Cisco Secure Network Analytics configuration and its ability to provide comprehensive visibility and network traffic analysis.
Microsoft Active Directory (AD) and Hybrid Identity Assessment Evaluate the state of the entire AD infrastructure, including services configuration, directory health, management processes and compliance.
Microsoft Active Directory Domain Services Health Check Conduct a health check on Active Directory (AD) domain configuration, looking for misconfiguration and industry-standard security vulnerabilities in the AD setup.
Microsoft 365 Security Assessment Analyze your Microsoft 365 environment to ensure it is configured and secured based on your unique needs.
Microsoft Public Key Infrastructure (PKI) Health Check Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' design and configuration of your public security keys and provide recommendations to create a go-forward strategy.
Microsoft Security Threat Assessment Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' security posture as well as the tools and solutions used. Includes recommendations on a go-forward security strategy.
Palo Alto Networks Health Check Analyze the health and posture of the City of Mesa and OMNIA Partners Participating Public Agencies' Palo Alto Networks environment as it relates to your security needs.
Splunk System Health Check Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' deployment health through license usage, resource usage, server status, and usage patterns.
Splunk Data Optimization Assessment Review current Splunk procedures, processes, and data sources for performance, capacity, configuration, and other indicators to identify any critical gaps and optimization targets. Provide recommendations on architecture and deployment.
CDW Workspace Assessments

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Collaboration Architecture Advisory

CDW•G engineers will review your Cisco Collaboration environment for pain points and best practices while also analyzing the opportunities to leverage the latest advancements in Cisco Webex cloud collaboration technology. The engineer will prepare a report with the findings of the analysis as well as provide a high-level roadmap of recommendations so the City of Mesa and OMNIA Partners Participating Public Agencies get the most from their Cisco Collaboration investment.

Emergency Calling Assessment

Our highly qualified engineers evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current collaboration environment for Emergency Calling best practices, including company policies, emergency response locations, remote and mobile users, notification alerts, and address delivery. The engineer prepares a report with the findings and provides the City of Mesa and OMNIA Partners Participating Public Agencies with a high-level roadmap of recommendations to limit your liability, ensure your users are able to reach emergency services quickly, and give you the best chance to receive help at the right location.

Customer Engagement Center Cisco UCCE Health Assessment

CDW•G engineers review the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Contact Center Enterprise environment for pain points and best practices. The engineer prepares a report with the findings of the analysis as well as provides a high-level remediation plan to address any issues found.

Customer Engagement Center Business Analysis

CDW•G business analysts meet with the City of Mesa and OMNIA Partners Participating Public Agencies' contact center teams to understand pain points and goals. The analyst looks for opportunities for improvement in handling, efficiencies, and opportunities to apply best practices. The consultant prepares a report with the findings of the analysis and provides the City of Mesa and OMNIA Partners Participating Public Agencies' with a high-level remediation plan to address any issues found.

Microsoft 365 Best Practice Assessment Workshop

The Microsoft Office 365 Best Practice Assessment helps the City of Mesa and OMNIA Partners Participating Public Agencies' validate your existing Microsoft Office 365 design (e.g. Exchange Online) and validates it is configured according to best practices.

Microsoft 365 Governance Assessment Workshop

Provides review and recommendations concerning the City of Mesa and OMNIA Partners Participating Public Agencies' Office 365 governance models and/or policies.

Microsoft 365 Network Performance Assessment Workshop

Provides review and assessment of up to four workstations in (up to) four physically separate network sites. It evaluates the workstations' abilities to successfully access Office 365 services quickly.

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SharePoint 2010-2019 Assessment Bundle

Our SharePoint Migration Assessment leverages a proprietary tool developed by CDW SharePoint Specialists to scan the contents of your SharePoint Farm and help identify features and content that will impact your transition to another SharePoint service level/version. The Assessment Bundle includes the initial setup and run of the tool, in addition to a full assessment of a single SharePoint Farm.

CDW Microsoft Teams Assessment and Jumpstart

This Microsoft Teams solution includes basic planning, design, adoption, and pilot migration. This project is a week-long engagement that allows the City of Mesa and OMNIA Partners Participating Public Agencies to utilize Teams in your production environment with adoption advice and content.

Microsoft 365 CISO Security Workshop

The Microsoft 365 CISO Security Workshop allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers both product and solution best practices and configuration recommendations around the security features of Microsoft 365.

Microsoft 365 CISO Security Workshop with Sentinel

The Microsoft 365 CISO Security Workshop with Sentinel allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers product and solution best practices and configuration recommendations around the security features of Microsoft 365 and Sentinel.

Microsoft 365 Security Device Protection

As more and more users become mobile and are using a wider variety of devices, applications and documents need to keep up. How does the City of Mesa and OMNIA Partners Participating Public Agencies' manage these devices while providing secure and reliable access to applications and data? Microsoft 365 helps provide easy, secure access to any device, no matter where someone might be. Device Protection will include the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Identity Protection

Microsoft 365 provides numerous tools to provide additional layers of security and also has tools to identify and protect access in real-time. Our Microsoft 365 Security Identity Protection Assessment Workshop includes the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Information Protection

This engagement provides the best practices on how to configure the products to achieve the City of Mesa and OMNIA Partners Participating Public Agencies' goals. This will provide

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a functional roadmap to ensure security and compliance is built into the Office 365, Windows 11 and EMS solution.
Microsoft Enterprise Mobility + Security This engagement reviews the City of Mesa and OMNIA Partners Participating Public Agencies' current environment to identify issues and usage of features. We review a single EMS subscription, including all the cloud components, Microsoft Entra ID P1/P2, Intune, Azure Information Protection, Azure Rights Management Service, Azure Advanced Threat Protection, and Cloud App Security. The results of the review provide recommendations to address issues and a roadmap for adoption of additional components.
Assessment of Workspace ONE This engagement provides an in-depth discovery of the City of Mesa and OMNIA Partners Participating Public Agencies' Workspace ONE environment to ensure all management utilities are being used properly and that you are taking advantage of to get the best experience for your users and IT.
Health Check for Jamf Pro This engagement helps ensure you are managing your Apple devices properly through the mobile management utility Jamf Pro based on the City of Mesa and OMNIA Partners Participating Public Agencies' environmental needs.

Configuration Services

The City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agencies can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug-and-play deployment. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, testing, imaging, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2.6 million products every year - more than 10,000 custom units a day.

The benefits of our configuration services are as follows:

- Lower configuration, integration, and overall deployment expense
- Reduce risk and time to deploy
- Improve delivery, distribution, and tracking of assets
- Complete projects on schedule
- Free IT staff and resources to work on higher-level projects

Our Configuration Team can provide many services, including:

- **Hardware Integration:** Hardware integration services include installation of memory, hard drives, NIC cards, video cards, and a variety of other components.
- **Software Configuration:** When it comes to software, your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance, and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via

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VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.

- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs, and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds, and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices, and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for US Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW•G Account Center.
- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points, and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade, uploading master configuration files, and configuration of IP address, subnet mask, and default gateway. All customization is based on the City of Mesa and OMNIA Partners Participating Public Agencies' unique specifications.
- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly. This includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.
- **Software and Imaging:** We have a team of engineers, technicians, and team leaders trained to work on image and software deployments. Customer-specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters, and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW•G handles the configurations, customizations, logistics, and shipping requirements to ensure your pre-defined deployment schedule is met.

Configuration Quality Assurance

Either our own best practices or your specific deployment instructions are strictly followed to ensure devices are configured to meet each customer's requirements. The City of Mesa and OMNIA Partners Participating Public Agencies can provide a custom checklist to CDW•G for additional verification and testing.

All Configuration Center workers are trained on CDW's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a Quality Control (QC) technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded

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for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Implementation Services

Our expert engineers configure and deploy your solutions to help you implement technology according to the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Any successful implementation requires careful attention to the management of the scope, people, and process of each project. Through our experience with numerous complex projects, CDW•G has refined an implementation methodology that uses project management best practices combined with real-world lessons learned. Our methodology has resulted in a standard for how we choose the people we hire, the way we structure our project teams, and the project milestones we set for customer acceptance.

We believe effective project management requires careful attention to the following plan elements and an appropriate level of communication between project participants. Our project plan includes the following components:

- Scope of Work
- Project Schedule
- Communication Plan
- Statement of Work
- Risk Management Process
- Change Management Process
- Issue Management Process
- Assumptions
- Deliverable Management
- Customer Responsibilities
- Partner Management
- Project Acceptance
- Contract

The graphic below provides additional insight into our comprehensive methodology.

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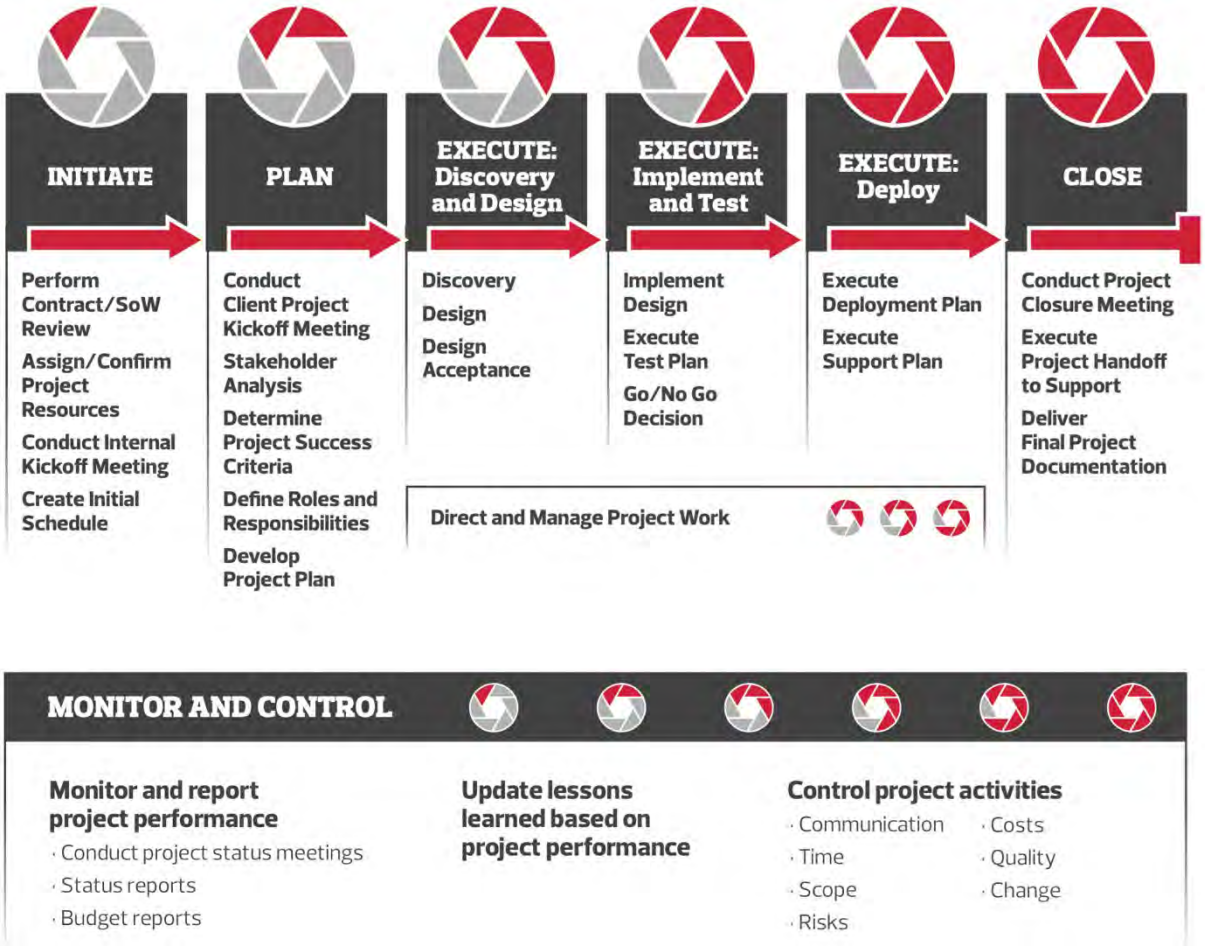


Figure 8. CDW•G's Comprehensive Project Management Methodology

Installation Services

CDW•G installs hardware, software, peripherals, and more. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery, and distribution.

Our installation services include, but are not limited to, the following:

Computing Installation

Our installation services can help take the burden off your busy IT staff. We can help install and deploy new desktops, notebooks, and printers quickly and easily. We also assist with de-installation and moving of existing equipment, configuration services, and basic IT staff training (if needed) to ensure a custom solution that fits your environment.

Data Center Installation

We can help you optimize your data center with implementation services around your server, storage, power, and cooling technologies.

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Network Installation

Whether it be WAN or LAN, wired or wireless, we are ready to help you implement new network technology smoothly and efficiently.

Security Installation

In addition to offering a comprehensive security assessment, our security specialists can help ensure that your security solution is properly designed and implemented.

Interactive Whiteboard and Flat Panel Installation

Need to update a classroom or conference room with interactive whiteboards or flat panels? We offer manufacturer-certified specialists who can perform site-specific installation at your organization or institution.

Training Services

Our training sessions and programs align the training needs of your workforce with the goals of your technology projects, ensuring that teams across the City of Mesa and OMNIA Partners Participating Public Agencies' have the skills they need to support and optimize your tech stack long-term.

Product Training

CDW•G leverages our top partnership levels with the industry-leading OEMs on behalf of the City of Mesa and OMNIA Partners Participating Public Agencies. We work with you to host Technology Symposiums, which brings our best-of-breed partner network on-site to share key industry updates, product roadmaps, and technical deep dives. Our technical specialists, alongside OEMs will conduct product roadmap sessions, arrange demo loan products, and facilitate a combination of web and onsite training sessions.

CDW•G has two Technology Experience Centers (TEC) in the US that are fully functional data centers and networks, where the City of Mesa and OMNIA Partners Participating Public Agencies can experience technology in action — remotely or onsite.

These facilities offer onsite and remote demos of leading solutions and are managed by our Demo Lab team. These labs demonstrate how integrated solutions work in a real-world environment and help the City of Mesa and OMNIA Partners Participating Public Agencies determine which solutions best meet their needs. Demonstrations allow our customers to:

- See the newest technologies built as integrated solutions
- Host static demos that offer insight on how technologies work
- Help customers compare alternative solutions side by side
- Explore how the latest innovations can help customers achieve their goals

The City of Mesa and OMNIA Partners Participating Public Agencies can work with your dedicated CDW•G Account Managers to arrange a virtual or in-person visit to our Technology Experience Center. CDW•G will work to make as much training as possible through the above options.

Additionally, on any Professional Services engagements, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that IT staff knows how to manage and drive the new technology or environment upon our engineers' departure. CDW•G also offers a wide array of in-depth training options and workshops, highlighted below.

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Training Courses

We have experience in orchestrating IT projects and initiatives, from small and medium-sized businesses to enterprises. Combining our elite curriculum with the expertise and depth of our solutions and services gives the City of Mesa and OMNIA Partners Participating Public Agencies the skills you need to optimize your IT investments and achieve their most important outcomes.

Our courses meet the same standards for quality, interactivity, and alignment with today's biggest technology challenges. **Highlights** of our training courses include the following:

- Our courses are created and led by some of the world's best instructors, whose scores for delivery from students average 4.9 out of a possible 5.
- Each course is designed to maximize time spent in hands-on learning, including lab/range exercises and debriefs, tool walkthroughs, and case studies.
- Born out of some of the most demanding Security Operations Centers (SOC) in the world, our proprietary curriculum is uniquely sophisticated and pairs with vendor technology training to deliver a complete solution to your security and IT skills needs.
- Our training is developed in collaboration with industry leaders who share our commitment to thorough, leading-edge IT training. It's always up to date, with instructions specific to the latest versions of each tool.

Our courses are designed for virtual instruction, but they can also be taught live at your location. We'll tailor your workforce development program to meet the needs of each Participating Public Agency, wherever they are.

We offer courses and bundles to support virtually any project you may be initiating.

Please see our full course catalog in Tab D, Exhibit 4. Additional courses and workshops include, but are not limited to, the following:

CDW OS ITSM Simulation/Executive Visioning Workshop

By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of their internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.

Participants are given roles in a sub-optimal business unit in which they have to respond to real, everyday challenges and transform processes and underlying technology that meet the needs of the business. Results improve as each round concludes.

Benefits of this workshop include the following:

- Identify in real time how political, business, process, and technology issues intermingle and affect overall business results.
- Directly experience the increased efficiency yielded by process improvement.
- Achieve better alignment between leadership and staff as it relates to both process and internal cooperation.
- Learn to work better together as a team so that projects succeed.

CDW OS ITIL Training: One-Day Awareness/Three-Day Foundation

Our approach takes you on a journey through the five stages of the ITIL service lifecycle and helps the City of Mesa and OMNIA Partners Participating Public Agencies adopt best-practice

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processes used by leading organizations worldwide with tremendous positive impact. Whether you need full training and certification for key members or simply an executive overview for greater awareness and adoption, we've got you covered.

Our One-Day Awareness workshop educates and informs leadership by using case studies from organizations around the globe that have successfully implemented ITIL. We take a high-level, results-oriented approach to the People, Process, and Platform elements of the service improvement in order to convey:

- Key concepts of ITIL
- Practical guidance for applying ITIL to everyday IT situations
- How to align with business, control costs, and improve IT service quality
- Strategies to balance IT resources with business needs and objectives
- The role of technology and how to maximize its value

Our Three-Day Foundation course covers all material specified in the ITIL Foundation certificate and prepares attendees to successfully achieve their Foundation certification. We infuse real-world examples throughout and discuss overcoming the practical challenges and barriers to implementing process improvement. All of our instructors are ITIL experts and have years of hands-on IT practitioner experience, enabling them to effectively intertwine theory and real-life stories and scenarios.

CDW OS Process Alignment Workshop

Process improvement consulting is critical for state agencies striving to advance their process maturity in order to improve IT service delivery responsiveness, maintain consistent levels of service, and increase customer satisfaction.

Led by our Advisory Consultants, this half- or full-day Process Alignment Workshop is grounded in ITIL and industry best practices. Instead of reinventing the wheel, we'll focus on new processes that are in-scope for a project, aligning with existing processes in order to work together at all levels.

IoT Transformation Workshop

Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine return on investment (ROI), and evaluate their foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.

In the workshop, we will walk through five focus areas:

- **Business drivers:** We'll outline business drivers for IoT, starting with your key stakeholders, business processes, business systems, and linkage to company goals.
- **Data investigation:** We'll review the data that needs to be derived. What kind of data are you gathering? Can this data be used by other departments? Is it revenue-generating data that can be sold to your customers as a service? We'll help you review your data to determine how your business will benefit from the data discovered as part of this workshop.
- **System of systems:** Do you need to pull in third-party data for this solution? Examples may include data from The Weather Company (an IBM business), mapping software, or data from other external tools or systems.

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- **Infrastructure readiness:** We'll determine if your infrastructure is adequate for the proposed IoT solution.
- **IoT technology:** You'll understand what related IoT technologies will need to be implemented for your new solution

CDW Information Security Cybersecurity Workshop

We offer half-day and full-day Cybersecurity Workshops for security leaders. We assemble our top experts in a range of domains — from compliance to data governance to zero trust to IAM and more — and spend dedicated time with your team to validate strategies, recommend best practices and align with organizational goals and expectations.

Our workshops are tailored to each state agency's needs and goals, with subject matter experts from a range of specialty areas. These sessions can be scheduled to kick off the beginning of a strategic planning cycle, to validate an existing plan or to "course correct" in the middle of execution. Each full-day or half-day workshop includes:

- **Expert Panel:** A grouping of experts, tailored to your desired topics of discussion. Workshops can be domain specific or can span the entirety of your cyber strategy.
- **Clear Recommendations:** Our workshops are designed to produce actionable guidance that makes a material improvement in your security program.
- **Fresh Insights:** Our experts are specialists in their fields, giving you the scoop on the newest technologies, best practices in the field and 12-18-month trend predictions.

CDW OS Organizational Change Management Planning Workshop

This three-day workshop teaches participants the Organizational Change Management (OCM) framework for managing the effect of change on an organization, including new business processes, changes in organizational structure, overcoming cultural hurdles within an organization and more. We accomplish this through an approach that is based on the five-step ADKAR framework in order to help you deal with the human-aspect of change management: Awareness, Desire, Knowledge, Action, and Reinforcement.

This workshop offers a myriad of valuable benefits aimed at enhancing your organizational prowess. Delving into the organizational history of the City of Mesa and OMNIA Partners, participants will gain a comprehensive understanding that serves as the foundation for crafting an effective communication and marketing plan, inclusive of targeted training initiatives. The workshop goes beyond theoretical concepts, providing practical insights into resistance management planning, a crucial skill set designed to preempt and navigate adoption challenges seamlessly. Additionally, our expert facilitators will guide participants in the formulation of a robust coaching plan, enabling them to identify and leverage strategic opportunities for optimal growth and development. In essence, this workshop is a holistic approach to empower your team with the knowledge and tools needed to propel your organization toward success.

PMO Assessment Workshop

Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

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IT Practices Workshop

Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organization operates. Through a holistic approach, we look beyond process documentation into how teams work together. Each Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of their strengths and weaknesses and a plan to ensure their processes propel them to reach their goals.

IT Resource Cost Benchmarking Workshop

It's simply good business to operate in a cost-efficient manner and continually look and plan for opportunities that will improve the bottom line. Led by our DCT team, our IT Resource Cost Benchmarking Workshop can help the City of Mesa and OMNIA Partners Participating Public Agencies identify and plan areas for cost optimization using data-based metrics and relevant industry comparisons to support best-case decisions. Whether each agency is anticipating a cost reduction mandate, focused on continuous improvement, or simply wants better insights into their IT cost structure, our cost benchmarking study will have you covered.

For more of our training offerings and workshops, our full training catalog is provided as Exhibit 4.

Maintenance Services

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A coterminous support contract can take the City of Mesa's existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa's access to field service and support staff, including system engineers, network technicians, PCs, and printer repair technicians, and more.

For a more comprehensive overview, please see "Repair" above.

Advisory Services

Please see "Consulting and Advising" above.

Managed and Support Services

CDW•G offers a wide variety of managed and support services. In June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review conducted by the research team and editors of Channel Futures. Applicants are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency.

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Our Managed Services offerings allow the City of Mesa and OMNIA Partners Participating Public Agencies to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization's goals and current capabilities.

We offer end-to-end solutions, including strategy development, technology selection, implementation, and operation. We offer multiple delivery models, including on-premises, off-premises, cloud, and as-a-Service models. Benefits of our Managed Services practice include the following:

- Establishing security posture
- Improving governance and overall operation
- Increasing availability and performance
- Making informed, strategic decisions based on data

Services include:

- Managed Infrastructure
- Managed Cloud Services
- Managed Security Services
- Managed Resiliency Services
- Managed Digital Experience

Managed Infrastructure Services

We offer ITIL-based monitoring and management services to help you manage your existing environments and focus on value-driving initiatives with Mainframe, IBM Power Systems, Converged and Hyperconverged Platforms, OS, Database, Storage, Network, Application Managed Services, and Service Management. Part of our Managed Infrastructure Services include, but are not limited to, the following:

Operating Systems, Applications, and Services

- Managed Patching as a Service
- Managed Mainframe Services
- Managed Mainframe Automation
- Managed Mainframe Monitoring

Data Center

- Managed Colocation Services
- Managed Storage Services
- Managed Backup and Restore Services
- Managed Server Virtualization Services
- Managed Database Services
- Managed Converged Infrastructure Services
- Managed Hyper-Converged Infrastructure Services

Network

- Managed Switching Services for OEMs such as Aruba, Cisco, Extreme, HPE, Juniper, and more.
- Managed Routing Services
- Managed Load Balancing Services
- Managed WAN Optimization Services
- Managed Wireless Networking Services

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- Managed Policy and Access Services

Managed Cloud Services

We help make your cloud initiatives successful — from application through migration and management with Cloud Enablement Services, Managed Private Cloud, Managed Cloud – AWS, Azure, and Google Cloud Platform (GCP), Managed Security for AWS and Azure, Sirius Power Cloud, SIEM as a Service, Monitoring as a Service, Patching as a Service, Unified Communications as a Service and Backup as a Service.

CDW•G has a Government Cloud Managed Services Team that understands the unique challenges public agencies face with regard to managed cloud solutions because we understand that managing a complex and evolving cloud environment requires unique and specialized skills. When production and business-critical systems must remain online without disruption, we can keep your infrastructure operating optimally. Our Managed Services for Cloud are an integral component of the City of Mesa and OMNIA Partners Participating Public Agencies' end-to-end digital transformation.

With CDW•G's trio of cloud MSP certifications, we have the expertise and experience to support the City of Mesa and OMNIA Partners Participating Public Agencies across all major cloud platforms. With AWS MSP and Microsoft Azure MSP certifications already under our belt, we are now one of a select few providers in North America, and an elite group of providers globally, to hold all three major cloud MSP certifications. Whether Participating Public Agencies are looking to migrate to the cloud, optimize their existing cloud environments, or manage multiple cloud platforms, CDW•G has the capabilities, talent, and resources to help the City of Mesa and OMNIA Partners achieve your unique goals. An overview of our Cloud Managed Services offering is as follows:

- **Managed AWS Services:** Our comprehensive next-generation Managed Services for AWS is backed by more than 20 years of managed services support experience. Delivered through CDW's Enterprise Command Center and managed by AWS-certified architects, consultants, and engineers, the City of Mesa and OMNIA Partners can focus on proactive initiatives and outcomes, not technology management.
- **Managed GCP Services:** Our GCP-approved architects, consultants, and engineers provide the day-to-day management so you can harness the power of your technology instead of simply managing it. Our cloud experts work closely with our customers to guide them to an end-to-end cloud management strategy that brings clarity to the cloud.
- **Managed Azure Services:** As a CSP provider for Azure and a Gold Platform member of the Microsoft Partner Network, CDW assists customers with the adoption and implementation of Azure securely and efficiently. We have a long-standing, award-winning relationship with Microsoft that we extend to our clients.
- **Google Cloud Managed Service Provider (MSP) Initiative:** CDW has successfully completed the requirements to participate in the Google Cloud Managed Service Provider (MSP) Initiative, bringing new capabilities to CDW•G's services portfolio and turning it into a trifecta in cloud-managed services. Google Cloud's differentiators bring to CDW an opportunity to accelerate customers' interest in innovative Managed Security Plays and Generative AI ventures. To receive this Google recognition, CDW demonstrated through third-party expert-assessment deep knowledge of Google's technology stack; CDW proved experience and stability in long-term managed customers and showcased a sound practice of support operations with Google-certified individuals on-call.

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Managed Security Services

Today's siloed security tools force analysts to pivot from console to console to piece together investigative clues, resulting in painfully slow investigations and missed attacks. Even though they've deployed countless tools, teams still lack the enterprise-wide visibility and deep analytics needed to find threats. Faced with a shortage of security professionals, the City of Mesa and OMNIA Partners IT Teams can leverage CDW•G to simplify security operations in a vastly changing security landscape. CDW's Managed Security Services bring mature processes and industry experts to support your security threat landscape.

The CDW Managed Security Services suite provides coverage for critical security tools and processes. The support model includes 24/7/365 support; this type of around-the-clock monitoring is essential for government entities like the City of Mesa and Participating Public Agencies that require vigilance and prompt response, all while complying with local regulations and standards. Our 24/7/365 model includes support for the following:

- Vulnerability Scanning Management
- Next-Generation Firewall
- Endpoint Protection
- Identity Access
- Security Incident Event Management
- Behavioral Analytics
- Security Orchestration Automation and Response

Our 24/7/365 Security Operations Centers stop threats with a cohesive, multifaceted approach designed to maximize return on investment by utilizing the top security tools in the industry, including, but not limited to, the following: Tenable, Palo Alto Networks, Cisco, Check Point, IBM, Exabeam, and CrowdStrike. Workflows are built on time-proven ITIL processes combined with top-tier commercially available tools to avoid vendor lock-in due to proprietary solutions.

To enhance deployed security tools, CDW•G uses threat intel feeds, proactive threat hunting, IOC research and investigation, automation, and machine learning. Your security landscape is supported by expert analysts with extensive experience and credentials. Our security team has 500+ security certifications and a team of 500+ experts. Some of our certifications include, but are not limited to, the following:

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Figure 9. Overview of Security Certifications

Managed Resiliency Services

We help maintain business continuity and recover critical applications and data with Managed Backup, Managed Disaster Recovery, and Managed High Availability.

Thoroughly protecting your organizational data from threats and recovering when needed can be complicated. With CDW Data Protection solutions, from industry-leading partners, defining data management capabilities throughout the data lifecycle — from creation to destruction — is easy, and provided as a fully managed service.

CDW can completely operationalize your data protection environment for one low monthly fee, with design, configuration, and implementation of your Rubrik environment according to your requirements. Deployment, monitoring, and full support of the environment, including the hardware and software, can all be done for a predictable monthly expense.

Managed Digital Experience

We help manage messaging, videoconferencing, voice, video, Unified Communications as a Service, SD-WAN, and business applications. We help provide a richer end-user experience by managing virtual workspaces such as virtual desktops and Citrix and the Microsoft Office 365 tools and orchestration.

Managed Services Levels

We provide three levels of managed services:

- Advanced Monitoring -- Bronze
  - Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring, and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

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- Proactive Maintenance – Silver
  - Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.
- Availability Management – Gold
  - Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Each of the levels encompasses the previous levels. There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Support and Continuous Improvement

CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

Staff Augmentation Services

For more than 20 years, CDW•G has been providing customers the ability to staff their projects by giving them access to our experienced architects, engineers, project managers, and consultants drawn from our deep national and in-market resources. Our goal is to provide the City of Mesa and OMNIA Partners Participating Public Agencies the ability to scale up and down your augmented workforce on demand, giving you the ultimate flexibility to meet your evolving needs and upcoming project plans. Staff augmentation ultimately reduces costs; the City of Mesa and OMNIA Partners Participating Public Agencies can quickly access experts without a long-term commitment, lengthy hiring process, or administrative burdens.

CDW Staff Augmentation Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you will always receive the right solution to your problems while minimizing payroll costs and maximizing time savings for your priority projects.

We have a wide range of resources ranging from Level-One help desk to Senior Engineers and Architects to Management. Our areas of support run the gamut - from Networking to Cloud Engineering, DevOps, to Application Development. A snapshot of our areas of expertise can be found below:

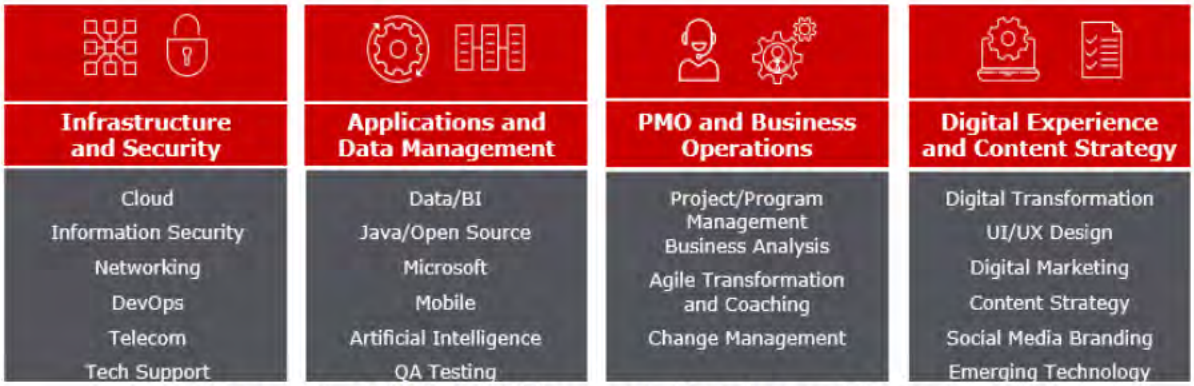


Figure 10. CDW•G Staff Augmentation Areas of Expertise

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Professional Services

A variety of our professional services have been described throughout our services offering section thus far. As mentioned, our project managers and consultants work directly with the City of Mesa and OMNIA Partners Participating Public Agencies to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. After a successful implementation, they'll perform quality assurance and troubleshooting before leading an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve end-user experiences, increase efficiency, and free up your team.

OMNIA Success Story: Midsized County

Background

Government entities often find themselves having to act very quickly to follow through on their most critical initiatives. They typically have an idea of what they want to accomplish, yet the path to execution is rarely straightforward. Whether it relates to budget approval, how long funds are available, or the expertise to go from idea to implementation, IT Departments must be ready to act quickly, requiring a partner they can trust to execute at a moment's notice.

Challenge

This mid-sized County, like many of their peers, has a small IT team, with the knowledge and expertise to keep things running, but implementing new technologies on a regular basis is a continued challenge. Not only is their staff somewhat unfamiliar with the latest offerings in areas like Hyperconverged Infrastructure and Next Generation Data Protection, but once funds become available, the prospect of lacking in-house resources to implement these innovations within the necessary timeframe is a major concern.

Solution

This County needed a partner that could complement the strengths of their IT team and walk hand in hand with them to help design, implement, and manage complex technologies. CDW•G presented technical engineers to help educate the team on the solution, informing them on how the technology functions, as well as properly standing up the solution in their environment. CDW•G deployed resources to help with everything from network equipment, network security, and data protection – from advisory services to setting policies on their new equipment.

Success through OMNIA Partners

OMNIA Mesa and CDW•G were the perfect procurement vehicle for this County to deliver on these "just-in-time" technology solutions that are becoming more and more essential in the local government space. CDW•G instilled in IT leadership the confidence to undertake projects, guiding them seamlessly from conception to implementation, transforming what once seemed unattainable into achievable milestones with a trusted strategic partner.

This customer leveraged the Mesa OMNIA contract as a swift and efficient avenue for procurement, guaranteeing the responsible allocation of constituent funds. Entrusting CDW•G as their advocate, the IT department could rely on expert guidance to select the optimal technology, ensuring seamless functionality from day one.

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Comprehensive Product Offering

Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

CDW•G's comprehensive line of products and services can be found at www.cdwg.com. We have also provided our Line Card as Exhibit 1.

However, our offering would not be complete without highlighting our sector-specific services and capabilities. We understand that state agencies, local governments, higher education institutions, and K-12 entities have different needs.

CDW•G for Public Safety

CDW•G's Public Safety Team has a specialized practice devoted to public safety issues, with more than 20 years of experience and hundreds of engagements to our credit. Fire, Police, and other Emergency agencies face unique challenges, even different from other government agencies. Understanding this, we built a team with the sole focus of supporting our nations critical Public Safety agencies. Our team of dedicated Public Safety Business Development Managers will guide the City of Mesa and Participating Public Agencies to the most impactful choices, address all the requirements, policies, and strategies you face every day, and show you how the pieces fit together.

At CDW•G, we actively engage with fire, police, emergency medical services, emergency management, and other agencies, offering invaluable insights into their myriad options. Recognizing that a little guidance can yield substantial results, our profound knowledge and expertise in deploying cutting-edge technology stand ready to empower decision-makers in selecting optimal public safety solutions.

Modern-day emergency management and first response require fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe.

Our offering covers the full spectrum of capabilities:

Video

- In-vehicle video, capture, and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management

Mobility

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication

Data Center

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless

Command, Control, and Intelligence

- Mission Critical Operations Centers
- Data Visualization and Analytics
- Situational Awareness Platforms
- Mobile and Deployable Solutions
- Evidence Management

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- Cloud solutions
- Virtual private network mobile software
- Cloud solutions
- Alert and mass notification
- systems
- Power and cooling
- Cloud solutions

CDW•G understands that each state has different laws pertaining to the sale of physical security/public safety hardware and equipment; CDW•G ensures that we have or will have applicable licensure for any products and equipment we provide to the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Implementing Situational Awareness Rooms for a Large Urban City

Law enforcement bureaus were looking for methods to mitigate risk and engaged CDW•G in these discussions. This conversation started an 18-month process of consulting and designing a new Joint Operation Command Center (JOCC) that could be used at a central location by engaged bureaus.

The JOCC is designed to provide joint command capabilities for more than five federal partners and will serve as a command and control center for the City's significant events moving forward. Additionally, the JOCC will be a central point of communication and control for future civil unrest.

The primary Command Center seats 80 individuals and includes a 1.1M LED 80 feet wide video wall. Additionally, the center contains seven adjacent conference rooms fully equipped with digitally transformed audio-visual systems. Work began in the last quarter of 2022 and will be completed shortly. The Center is set to open in mid-2023 and will be one of the leading operations centers in North America.

CDW•G for Education

CDW Education understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for K-12 and Higher Education students. We currently support 2,300 K-12 and 1,400 Higher Education (Higher Ed) institutions and entities on the existing City of Mesa and OMNIA Partners contract. You can continue to count on us to guide you through tight budgets, numerous choices, and expertise shortfalls so that you're prepared to meet your IT needs, now and in the future. Through the acquisition of Amplified IT in 2020, we are further able to support our education customers with our own tools, such as LittleSIS, Gopher, and more.

We know that our education customers' need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program may look very different. You need a vendor that does more than meet your technology requirements right now; you need a vendor partner that shares a passion for education and continued development to future-proof schools, staff, and students for long-term success. Our Education Strategists help educators include technology as part of their educational planning and goals; we pledge to remain dedicated to supporting the full scope of each OMNIA Partners Participating Public Agencies' technology and related educational needs.

We have actively expanded our catalog, certifications, and solutions to address the latest developments in Education technology, including cloud, IoT, drones, and esports, so that we

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can continue to support the changing needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G Education resources aligned to these solution areas to help you understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

We offer a variety of education-specific services and solutions, some of which align with leading manufacturers, such as Amazon Web Services (AWS), Microsoft, and Google. Our goal is to help empower students, families, faculty, staff, and administrators as they explore and build opportunities for improving academic outcomes. Some of these services and solutions include, but are not limited to, the following:

CDW•G and Google for Education

We are a Premier Google Partner on a mission to empower schools to get the most out of Google Workspace for Education. In August 2023, we were awarded Google Cloud's Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes. Our teams of education and technology experts have served more than 4,200 districts across the US and Canada, including 12 of the 15 largest districts.

- **CDW Collaboration Amplified Support for Google for Education:** Save your IT team valuable time and resources and empower them to make the right decisions for your institution's digital infrastructure. Equip them with the support they need to prevent and mitigate technical challenges like network errors, misaligned settings, security breaches, app degradations, and more. The Amplified Support for Google for Education service partners technical staff with Google IT specialists who provide on-demand support, customized solutions, and professional collaboration to help your institution keep up with Google's ever-evolving environment, optimize the operation of your Google for Education domain and Chrome OS, and achieve the strategic goals of your administrators, educators, and students.
    - Support services include on demand support with highly responsive SLAs, customized solutions, and professional collaboration.
- **CDW Collaboration Chrome Checkup:** With the rapid adoption of education technology through a 1:1 model, classroom carts, or computer labs, Google Admins are managing the settings and configurations for Chrome and fleets of Chrome devices. Neglecting to keep up with Google Chrome updates and the normal degradation that comes with usage can leave Chrome devices vulnerable to metric and data errors, security breaches, and operations issues. A Chrome Checkup explores an institution's current Chrome and Chrome device settings in the Google Admin console to provide recommendations based on education best practices to ensure their fleet is optimized for success and ready for deployment.
- **CDW Collaboration Google for Education Audit**: Ongoing Google for Education feature changes can make it difficult for you to keep your institution's Google Workspace domain up to date. Neglecting to properly configure even a few settings in the Google Admin console can leave it vulnerable to undelegated access, metric and data errors, and security breaches. The Google for Education Audit analyzes your Workspace environment against the latest education best practices and Google Workspace updates and provides an actionable plan to improve the efficiency of your domain for the success of your administrators, teachers, and students.
- **CDW Collaboration – Google Voice for Education:** Google Voice is a simple, smart, and scalable cloud-based phone solution that allows administrators and teachers to stay

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connected to students and parents via a desktop phone or cellular and computer devices without having to use their own phone numbers. With the options of remote, hybrid, and in-person teaching and learning models exposing the need for schools to have an efficient communication system, Google Voice is a valuable option that puts administrators and teachers in control of their call logs, whether teaching and learning are happening in the building or at home. Google Voice is intelligently optimized, secure, and compliant and fits seamlessly into the Google Workspace for Education workflow.

- **CDW Collaboration – Google Workspace for Education KickStart:** The Google Admin console has over 1,000 settings that do not come out of the box tailored to meet the needs of your institution, and Google Admins are left to build out the Google Workspace for Education domain on their own. This can result in misconfigurations, improper OU structure, an abundance of delegated permissions, and security vulnerabilities that affect teaching, learning, and safety. A Google Workspace for Education KickStart provides institutions with a configuration guide for all the settings in their Google Admin console. Recommendations are based on education best practices and an institution's unique strategic goals, so the domain is operating at its highest level from day one.

CDW•G and Microsoft for Education

CDW's Amplified for Education Services offer comprehensive Microsoft 365 EDU support to schools, addressing your most urgent problems in classroom technology, remote learning, device management and security. With our expertise, you can optimize your learning environment by leveraging Microsoft technology and affordable Windows 11 Education devices to their fullest potential.

We offer multiple Microsoft EDU Services for your environment, including:

- **Microsoft EDU Modern Management Program | Intune for Education Pilot**: By streamlining device management, reducing downtime and IT support costs, and improving data protection, Intune for Education can complement schools' current Intune for Enterprise as an add-on or a stand-alone plug-and-play service. With its focus on delivering high-quality, innovative, and inclusive education for all students, Intune for Education empowers schools to leverage their existing infrastructure while enhancing their device-management capabilities specifically tailored for educational settings.
- **Microsoft Education Discovery and Design | M365 EDU Ecosystem Assessment:** By providing clear guidance on what tools are being utilized or not utilized, this assessment enables ITDMs to optimize software usage, reduce unnecessary spending and make informed decisions about their technology budget.
- **Amplified for Microsoft EDU | Windows 11 Readiness Assessment:** The Windows 11 Readiness Assessment includes a series of workshop sessions that help schools evaluate EDU environments in preparation for the deployment of Windows 11 and its features, identify scalability constraints, make informed decisions, and implement the necessary enhancements to ensure successful adoption.
- **The CDW Education Collaborative | Microsoft:** The CDW Education Collaborative is a forward-thinking community of K-12 districts looking for insights and best practices for administering and mastering Microsoft 365 Education and Google for Education ecosystems. The Education Collaborative provides a one-stop shop to access useful content and helpful advice from fellow education IT professionals, CDW professionals, and Microsoft and Google insiders.

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CDW•G and AWS for Education

We are part of AWS' Partner Network with an active Advanced Consulting Partner status. CDW•G coworkers have earned more than 200 AWS certifications, including the AWS Database and Data Analytics Specialty Certifications, as well as the AWS Migration Competency, AWS Storage Competency, and more.

- **CDW Hybrid Cloud AWS Appstream Implementation Services (Education Segment):** With more students learning remotely with less-robust devices, the demand for remote application access is growing. The AWS AppStream service allows students to access their critical apps remotely, and CDW•G has developed a turnkey service to get your students and institution up and running. Provide access to the applications your students need without the expense and security risk of building and hosting on your premises. CDW•G will plan, configure, and deploy the AppStream solution for you.
- **CDW Classroom in the Cloud on AWS Hybrid Cloud:** The cost of purchasing, installing, implementing, maintaining, and replacing the hardware and software needed on your facilities to accommodate the curriculum your students need can create a budget black hole, which is why we created our Classroom in the Cloud on AWS, an enhanced Desktop-as-a-Service (DaaS) solution. Allow CDW•G to help you increase efficiencies, decrease costs, and improve the student experience by building virtual classrooms and labs in AWS. With CDW•G's Classroom in the Cloud service, you have the flexibility to spin classrooms up and down, use online faculty resources, and provide students with 24x7 access to complete or repeat work outside of class, all while keeping costs at the requisite minimums. In addition, CDW•G can provide you with content for the grant proposal necessary to receive the funds to use this service, if needed.

These sector-specific offerings provide insight into our capabilities; however, they are not comprehensive.

Success Story: Custom-Built Esports Room in a Southeast School District

Background

Several educators at a junior high school created an after-school esports club that met online during the pandemic. When students returned to campus, the club met in the school library. The staff and principal envisioned so much more; they wanted to add esports to the curriculum and build a dedicated esports room. They pitched their ideas to school district leaders and quickly won support.

The CDW•G team, which includes esports experts, initially met with school officials in the spring of 2021 to discuss the district's immediate and long-term goals. In doing so, they learned the gaming room needed to be multifunctional for teaching both esports and other classes.

Engagement and Solution

The district took advantage of CDW•G's Blueprint to Design service, which includes its furniture partner Spectrum Industries, to create an initial floor plan and design for the room.

At the same time, CDW•G's esports advisers made technology and furniture recommendations to fit the district's budget. After receiving feedback on the initial designs, CDW•G developed new 2D and 3D renderings for the space. During this process, CDW•G held multiple virtual and onsite visits. Before the technology and furniture arrived, the school

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hired a general contractor to equip the room with enough electrical outlets and network drops for the PCs and other equipment. With the infrastructure complete, CDW•G and their installation partner installed the LED lighting and 65- and 75-inch Samsung displays. Once the furniture and tech equipment arrived, we assembled the gaming desks and chairs and installed the computers and gaming peripherals.

Outcome

In the fall of 2021, this junior high school opened a state-of-the-art esports room, transforming a traditional classroom into a rich learning environment. This esports room has become the home for a semester-long interdisciplinary course that teaches them about the career and technical skills they will need in the fast-growing field.

Product Offering

In addition to the services listed above, CDW-G is pleased to offer our full catalog of products and solutions. For insight into our product offering as it relates to the requested products in this RFP's Scope of Work, please continue reading.

Software

a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

CDW•G is pleased to offer software solutions and applications from leading manufacturers, including Microsoft, Google, and Oracle, among many others; CDW•G has developed close partnerships with more than 300 of the industry's leading software publishers.

Software and Information Industry Association Membership

We are a member of the Software and Information Industry Association (SIIA). SIIA is the principal trade association for the software and digital content industry. It recognizes companies that demonstrate software industry leadership and good corporate citizenship. SIIA Certified Software Reseller (CSR) status is awarded based on the accuracy and completeness of the record-keeping process. We are one of only four resellers with SIIA certification. There is a distinct customer advantage to our membership in the SIIA: in the event that the City of Mesa and OMNIA Partners Participating Public Agencies are audited by the SIIA, an invoice from CDW•G serves as proof of ownership.

Software Products and Solutions

An overview of our software offering includes, but is not limited to, the following:

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- Business Applications
  - Application Suites
  - Document Management
  - Reporting and Data Analytics
- Education
- Graphics and Design
- Networking and Servers
  - Data Archiving
  - Network Management
  - Storage Networking
- Operating Systems
- Communication
- Programming and Web Development
- Security
  - Authentication
  - Endpoint Security
  - Firewalls
- Utilities
- Virtualization

We are an industry leader when it comes to enabling customers to modernize their environment through the combination of speed and direction.

While contemporary technologies can be beneficial, if executed incorrectly, they can also quickly lead to overlap, confusion, and sprawl. Our team can help the City of Mesa and OMNIA Partners Participating Public Agencies leverage existing technology investments while integrating modern solutions and tools. With the help of CDW•G, the City of Mesa and OMNIA Partners Participating Public Agencies can create simplified outcomes that are easy to manage and fiscally beneficial. Our team delivers full-stack, modern infrastructure and software delivery focused on cloud native and hybrid-cloud adoption. Key practice areas include, but are not limited to, the following:

- **Advanced Infrastructure and Hybrid IT:** Consulting and delivery services for modern data center architecture, networking, servers, virtualization, and container and cloud platforms.
- **Full Stack IT Automation & Orchestration:** Consulting and delivery services in modern concepts for systems automation, infrastructure-as-code (IaC), and configuration management from physical network and servers to cloud.
- **Systems Integration & Software Engineering:** Consulting and delivery services in modern software development and delivery, web development, mobile development, distributed systems, microservices, and serverless environments.
- **DevOps:** Consulting and delivery services in DevOps, cultural assessments, organizational redesign, continuous integration/continuous deployment (CI/CD), and modern software delivery.

Personal Computer Systems

b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's broad array of offerings includes desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise and Middle Tier contractors. We are authorized to sell the various partners' full suites of products: Apple, Dell, Hewlett Packard (HP), IBM, Lenovo, and Panasonic, among many others.

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Desktops

Desktop computers come in all shapes and sizes and are used for tasks ranging from web browsing to high-resolution media creation, and CDW•G offers products to meet any need. We offer All-in-One computers, Mini PCs, Thin Clients, Towers, Workstations, and more. Our selection includes popular brands, including, but not limited to, HP, Dell, Lenovo, Acer, Asus, Apple, among others. Additionally, the City of Mesa and OMNIA Partners can buy desktops pre-built or parts can be purchased and assembled in the configuration of your choosing; desktops can be upgraded or customized to grow alongside your needs as a user.

Laptops & 2-in-1s

When you need the power of a desktop but lack the space, laptops are an excellent solution for mobile computing. 2-in-1 computers are another powerful portable solution because, while similar to laptops, these devices can function as tablets and benefit from the integration of touchscreen displays or drawing accessories in some models. CDW•G has a wide range of laptops and 2-in-1s computers ready to meet any of your needs, including, but not limited to, those from Acer, Dell, HP, Microsoft, Panasonic, and more.

Tablets

Sometimes, both desktops and laptops may be too large for a particular space. Tablets are versatile devices that can perform many of the same tasks as their counterparts but in an easily transportable package. When combined with peripherals such as dedicated keyboards or additional displays, tablets can further blur the line between themselves and their desktop counterparts. We offer tablets from popular brands like Apple, HP, Lenovo, Panasonic, Samsung, and more.

Success Story: Large Device Rollout for the US Census Bureau

Background

When the US Census Bureau wanted to increase security and accessibility for the last Decennial Census, the Bureau trusted CDW•G.

The Census Bureau had a short-term need for mobile devices to enable a workforce to accurately capture data about America's people and its economy. Secure and easily accessible, the ideal device would utilize satellite technology to help field workers visualize each neighborhood.

We compared manufacturers to determine which could provide the most reliable, cost-effective technology. The products that best suited the Bureau's needs and those that were recommended to the customer included the Apple iPhone and a lightweight Dell laptop with a custom case and adjustable straps.

CDW•G was responsible for acquiring the devices, provisioning and configuring them, and getting them to the Census Bureau's local offices.

Outcome

Our service model offered the solution on a subscription basis to keep costs predictable and ensure mission alignment. In addition to overall program management, CDW•G offered mobile devices and accessories, custom device configurations, equipment staging, kitting, imaging, and inventory management. Our offerings also included wireless services from

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multiple cellular carriers, nationwide deployment, user help desk and field support, secure asset management, and device decommissioning and disposition when data collection concluded. CDW•G could quickly redeploy assets if there were any personnel changes. Approximately 60,000 laptops, 350,000+ iPhones, and 25,000 iPads were issued under management.

Our state-of-the-art distribution and configuration centers provided logistical agility and flexibility while demands fluctuated. Together, we simplified the Bureau's processes and increased efficiency while remaining secure. Read more about this story here.

Standard Business and High End Workstations

c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's standard business and high end workstation offering allows the City of Mesa and OMNIA Partners Participating Public Agencies to experience professional-grade performance with our selection of solutions. Our offering includes solutions designed to handle any task, including creating projects and application development.

CDW•G offers workstations with processor speeds of 1.1GHz all the way up to 5.6GHz with hard drive capacities ranging from 256 gigabytes to 8 terabytes. Brands include, but are not limited to, Apple, BOXX, Dell, HP, Lambda, Lenovo, and more.

Laptop Computers and Notebooks

e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's product portfolio includes laptop computers, 2-in-1 laptops, notebooks, port replicators, docking stations, and more from leading manufacturers, including Acer, Dell, HP, Lenovo, Microsoft, Panasonic, Samsung, and others. An overview of our offering includes, but is not limited to, the following:

Windows Laptops

We offer a wide selection of Windows-based laptops; Windows laptops have many powerful tools integrated into the operating system that are uniform across various businesses.

MacBooks

Apple products, specifically MacBooks, are among the most popular laptops globally for both students and professionals. These devices are a perfect hybrid of aesthetics and performance and have robust and powerful software that is standard in each machine. MacBooks also effortlessly pair with other Apple products, such as iPhones or Apple Watches, to maximize the performance of each device.

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Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Chromebooks

Chromebooks are excellent alternatives that function using applications hosted on the internet. This way, the cost of Chromebooks can remain affordable without sacrificing functionality. CDW•G has a large selection of devices that can meet the City of Mesa and OMNIA Partners Participating Public Agencies' diverse needs.

Ultrabooks

Ultrabooks are powerful laptops that are slim in size but feature industry-leading technology geared towards pushing performance to the absolute maximum. Ultrabooks are also an excellent choice for any design or media-based work. Their robust components allow for maximum performance in multiple locations.

Network Equipment

f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

CDW•G's broad array of offerings includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces, and fiber channels. The class of equipment that we offer includes home office, small and medium business, and enterprise. We are authorized to resell from more than 1,100 leading manufacturers, including, but not limited to, Cisco, Dell, Juniper Networks, HP, Extreme Networks, and Netgear. CDW•G will work with the City of Mesa and OMNIA Partners Participating Public Agencies to determine the best networking equipment to meet each of your needs.

An overview of our network equipment product offering includes, but is not limited to, the following:

- Network Adapters
  - Ethernet Adapters
  - Host Bus Adapters
  - Transceiver Modules
- Network Management
  - Console & Device Servers
  - Load Balancers
  - Network Management Devices
  - Network Testing
  - Print Servers
- Network Security
  - Firewalls & VPN
- Routers
  - Wireless Routers
  - Cable & Phone Routers
  - Router Modules and Accessories
  - Data Routers
  - Security Routers
  - SD-WAN
- Switches
  - Ethernet Switches
  - Fiber Channel Switches
  - Modular Switches
- Wireless Access Points

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- Security Appliances
- Security Tokens
- Security Cameras & Surveillance
  - Proximity Cards & Readers
  - Security Cameras
  - Indoor/Outdoor
  - Enterprise
  - Mesh

Monitors

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

CDW•G's product portfolio offers a variety of monitor solutions, including plug-and-play compatible monitors. Should the City of Mesa or any OMNIA Partners Participating Public Agency have specific UL or OSHA requirements to meet, we will work with you to determine the best products that meet your needs, requirements, and budget.

CDW•G understands that the right computer monitor or display can make all the difference. No matter the purpose, we get that a good monitor is important to you. CDW•G offers a wide range of monitor and display types with response times of less than 2 ms and 4k resolution. Plus, we partner with all the top monitor brands, including Acer, ASUS, HP, Lenovo, LG, MSI, ViewSonic, and many more.

Computer Monitors

Computer monitors are an integral part of any setup. For design and media-specific industries, high-resolution monitors are a must and need to be paired with an adequate graphics card. Other display solutions, such as business computer monitors, are capable of standard office tasks such as word processing or web browsing. No matter what you need a display for, CDW•G has a large selection of computer monitors from industry-leading brands and manufacturers. We are committed to working with you to determine what suits your needs.

Large Format Displays

One of the most powerful tools for a modern business is the implementation of large-format displays. Everything from adaptive menus to digital signage and anything in between can quickly be displayed or adjusted on these large screens. Devices such as smart boards have changed the educational landscape and make lessons and presentations more accessible and diverse than ever before. For advertising, these displays save money and significantly reduce paper waste and the City of Mesa and OMNIA Partners Participating Public Agencies' environmental footprint.

Monitor Accessories

CDW•G experts can help the City of Mesa and OMNIA Partners Participating Public Agencies determine which accessories will work best for you and how they can improve your setup. Monitor accessories like mounts or privacy screens allow you to maximize productivity in any location. Other accessories like specific cables or adapters work to ensure any device can interface and work with any monitor.

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Projectors

In addition to a large selection of monitors and accessories, CDW•G also offers projectors. While not technically monitors, projectors are a common form of computer display that allow the City of Mesa and OMNIA Partners Participating Public Agencies obtain display sizes far more extensive than any screen. These large-size displays are perfect for video conferencing with groups, work presentations, staff meetings, or even community events in the park. We offer interactive projectors, large venue projectors, office projectors, as well as projector accessories, from leading brands such as Epson, Sony, LG, and more.

Computer and Network Products, Peripherals, Accessories, and Components

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

With a product portfolio that includes 100,000+ products, CDW•G can meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. We are pleased to offer the items you need, including, but not limited to, RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, and more.

Our product offering for this category includes, but is not limited to, the following:

Cables

- Audio & Visual Cables
- Cable Management
  - Cable Organizers
  - Clips
  - Cable Ties
  - Desk Cable Solutions
- Cables & Connectors
  - Cable Connectors
  - Power Cables
- Ethernet Cables
  - Cat 6 Cables
  - Fiber Optic Cables
  - Network Cables
- Monitor Cables & Adapters
- USB Cables & Adapters
  - USB Adapters
  - USB Cables
  - UB Hubs

Computer Accessories

- Computer Components
  - Computer Memory
  - CPUs
  - Motherboards
- Computer Monitors
- Docking Stations & Port Replicators
- Keyboards & Mice
  - Keyboards
  - Keyboard & Mouse Bundles
  - Mice
- Laptop Accessories
  - Laptop Batteries
  - Laptop Chargers & Adapters
  - Laptop Memory
  - Carrying Cases
- Monitor Accessories
  - Monitor Cables & Adapters
  - Monitor Mounts
  - Privacy Screens

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- Tablet Accessories and Cases

Electronics

- Cameras & Video Cameras
  - Cameras
  - Drones & Accessories
  - Video Cameras
- Cell Phones & Accessories
  - Cell Phones
  - Cell Phone Cases
- Headphones
- Microphones & Audio Systems
- Phones & Phone Accessories
  - Conference & Speaker Phones
  - Landline Phones
  - VoIP Phones
- Smartwatches
- STEM & Robotics
  - Beginner to Advanced Kits
  - STEM Tools and Accessories
- TV & Video
  - Streaming Devices
  - TV Accessories
  - TVs
- Video Conferencing
  - Conference Room Cameras
  - Video Conference Systems
- Webcams

Power

- Battery Backups
  - UPS Accessories
  - UPS Battery Backups
  - UPS Battery Replacements
- Computer Accessories
  - Laptop Chargers & Adapters
  - Power Supplies
- Power Management
- Power Strips & Surge Protectors
- Racks & Enclosures
  - Air Distribution & Cooling
  - Rack Accessories
  - Racks & Cabinets

Storage & Hard Drives

- Drive Arrays
  - Duplicators
  - Flash Arrays
  - Hard Drive Arrays
- Hard Drives
  - Internal Hard Drives
  - External Hard Drives
- Storage Media
  - DVD & Blu-Rays
  - Tape Cartridges
- Storage Mounts & Enclosures
- USB Flash Drives

Information Technology/Educational Furniture

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

CDW•G offers Information Technology and Educational Furniture to the City of Mesa and OMNIA Partners Participating Public Agencies. We offer furniture design, delivery, and installation, along with services that are included with the OEM offering, which may include parts, maintenance, repair, and replacement. We offer a variety of information technology and educational furniture from leading manufacturers, including Varidesk and Ergotron, that can meet the needs of customers ranging from small local government to the largest university

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system. CDW•G offers IT and educational furniture, including, but not limited to, sit and stand desks, office chairs, workstations, desktop accessories, ergonomic accessories, mounting hardware, printer and scanner accessories, as well as office basics and tools, calculators, document scanners, document cameras, charging carts, and more.

Classroom Design

Whether the City of Mesa and OMNIA Partners Participating Public Agencies are creating a space that supports individual study, large group work, or putting together makerspaces for STEM/STEAM students, the possible classroom layouts and technology configurations are endless. Whatever you're trying to achieve, CDW•G can make IT happen.

In fact, CDW Blueprint to Design® is an ideal tool to help districts, schools, and teachers reimagine their classrooms and building space to maximize learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology, alongside stationary and modular classroom furniture, and create collaborative learning environments. Since then, more than 900 K-12 schools and universities have participated in the program.

Our Education Strategists, teamed with our CDW•G Solution Architects and Account Team, work together to help educators figure out the best classroom design for their space, ensuring space maximization aligned with the desired purpose. Since CDW•G is vendor-neutral and has an extensive product offering, we recommend the best vendor for that given classroom, school, or district.

Success Story: Rochester City School District

Background

Leaders of the Rochester City School District (RCSD) came to a few important conclusions several years ago: they needed to modernize instruction, they wanted education to be engaging and interactive, and redesigned learning spaces would be a big piece of the puzzle. Like many innovative schools, RCSD envisioned a classroom with comfortable seating, modular furniture that can suit a variety of instructional needs, and technology that includes mobile devices, Wi-Fi, and digital displays. To create the proof of concept, the district turned to CDW's Blueprint to Design.

Engagement and Solution

Early on, RCSD leaders met with CDW•G Account Managers and an Educational Strategist to discuss their objectives. The CDW•G team shared those findings with designers, who created several choices for RCSD to review, including full-color, 3D renderings. The district also wanted flexible furniture and a variety of seating for all grade levels.

District leaders were impressed with CDW•G's design work, and once they settled on a plan, they built a 25-by-24-foot modern classroom that is stylish, colorful and airy. In one configuration, two sets of curved desks are arranged in a circle, so students can work individually or in groups. RCSD also equipped the room with a cart of 30 Chromebooks, fast Wi-Fi through a Cisco Systems access point, a MakerBot Replicator 3D printer and table-level charging stations. Two 75-inch Triumph interactive flat-panel displays hang on the walls, flanked by a table and soft-cushioned, rainbow-colored stools.

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Students roam around the classroom to collaborate and problem-solve. They use Chromebooks, but they also use pencil and paper. Every desktop doubles as a dry-erase board, so students can jot notes and sketch on their desks.

Outcome

Rochester's new modern classroom has garnered rave reviews from students and teachers. The room hosts fifth graders from around the district for internet safety and digital citizenship classes. Older students use the space after school for online credit recovery.

As district leaders hoped, the classroom has inspired educators to reimagine other learning environments, including libraries and makerspaces.

Read more about how CDW•G helped RCSD design a custom learning environment here.

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EXHIBIT 4 – TRAINING CATALOG

Firms Method and Approach

Question 1. Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).

For greater insight into our training courses, we have provided our 2023 Course Catalog in the remainder of this exhibit.

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2023 · Q1 EDITION

COURSE CATALOG

A guide to technical workforce development

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

2023 · Q1 EDITION

COURSE CATALOG

FOCAL POINT ACADEMY
A CDW COMPANY

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World-class training accelerates project success.

CDW training maximizes your technology ROI.

Every techno ogy so ut on you dep oy performs better when your teams have the know edge and sk s to run them to the r fu est capac ty That s why **training is one of the smartest investments you can make to support your digital transformation, security, and enterprise technology projects.**

New enterpr se techno ogy projects requ re new sk s and **teams with relevant training on the full functionality of critical platforms achieve the strongest outcomes.**

CDW tra n ng perfect y a gns the tra n ng needs of your workforce w th the goa s of your techno ogy projects to ensure your team has the exact sk s they need to support and opt m ze your tech stack ong term

Research has shown that dedicating an extra 1.5 percent of a project's total budget to training can increase success rates by up to 30 percent.



Training elevates employee satisfaction and retention.

Tu nove hu ts n an env onment whe e find ng good wo ke s s nc eas ng y cha eng ng **it's paramount to keep your employees satisfied — and that's another reason training is essential:**

- 72% of T wo ke s a e ve y o ext eme y nte ested n t a n ng to upg ade the sk s — the h ghest pe centage of a occupat ons su veyed
- 71% of wo ke s who ecent y comp eted upsk ng ag ee t had a pos t ve mpact on job sat sfact on The job sat sfact on s 21% h ghe than wo ke s who had not pa t c pated n upsk ng
- 86% of m enn a s wou d be ess ke y to eave the cu ent pos t on f t a n ng and deve opment we e offe ed by the emp oye

Sat sfied T and secu ty emp oyees a e fa mo e ke y to stay and g ow w th you o gan zat on Re evant t a n ng he ps make t happen



Elite skills and training to achieve your security goals.

Combined strengths create your ideal partner.

Foca Po nt Academy s the ongt me eade n cybe wo kfo ce deve opment Now that Foca Po nt s pa t of CDW you T t a n ng can comb ne the st engths of these two ndust y eade s

CDW offe s pee ess expe ence n o chest at ng T p ojects and n t at ves f om sma and med um-s zed bus nesses to ente p se Comb n ng the e te Foca Po nt cu cu um w th the expe t se and depth of CDW so ut ons and se v ces g ves you teams the sk s they need to opt m ze you T nvestments and ach eve you most mpo tant outcomes

Get the quality, interactivity and flexibility your organization needs.

The cou ses sted n th s cata og a meet the same exact ng standa ds fo qua ty nte act v ty and a gnment w th today s b ggest techno ogy cha enges

- **Our courses are created and led by some of the world's best instructors,** whose sco es fo de ve y f om students ave age 4 9 out of a poss b e 5
- **Each course is designed to maximize time spent in hands-on learning,** nc ud ng ab/ ange exe c ses and deb efs too wa kth oughs and case stud es
- **Born out of some of the most demanding SOCs in the world,** CDW s p op eta y cu cu um s un que y soph st cated and pa s w th vendo techno ogy t a n ng to de ve a comp ete so ut on to you secu ty and T sk s needs
- **Our training is developed in collaboration with industry leaders** who sha e ou comm tment to tho ough ead ng-edge T t a n ng t s a ways up to date w th nst uct on spec fic to the atest ve s ons of each too

Ou cou ses a e des gned fo v tua nst uct on but they can a so be taught ve at you ocat on o at CDW s state-of-the-a t t a n ng cente n Co umb a Ma y and We ta o you wo kfo ce deve opment p og am to meet the needs of you emp oyees whe eve they a e



Tailored training for your most important projects.

CDW s the ndust y eade n t ansfo mat ve techno ogy se v ces Now CDW offe s custom zed wo kfo ce deve opment p og ams to opt m ze these a ge-sca e p ojects They de ve the exact sk s you team needs to ead suppo t and max m ze the va ue of each of these p ojects

Wh e CDW can ta o t a n ng p ans to the spec fic contou s of you p ojects many o gan zat ons have found the fo ow ng p e-bu t cou se bund es dea fo jump-sta t ng p oject success

Sample course bundles include:

Cloud Transformation

C oud t ansfo mat on offe s t emendous potent a to eshape how bus ness gets done — st eam n ng wo k oads and nc eas ng flex b ty w th comp ete sca ab ty as you offe ngs g ow But secu ty s pa amount and you c oud secu ty nvestment can be s gn ficant

Us ng AWS as an examp e th s c oud t ansfo mat on bund e w he p you C oud Secu ty A ch tects secu e y manage an AWS c oud env onment and d ve max mum va ue f om you nvestment

- AWS Techn ca Essent a s (AWS-101)
- CCSK P us - AWS (CSA-200)
- A ch tect ng on AWS (AWS-301)
- AWS Secu ty Eng nee ng (AWS-300)

Security Operations Center (SOC) Maturity

Evo v ng cybe th eats and the sk of nc eas ng y cost y b eaches have mot vated many compan es to hone the SOC sk s These ta o -made cou ses w he p you bu d a th eat-hunt ng capab ty n you SOC

- Netwo k Fo ens cs & nvest gat on (CT-301)
- Hacke Methodo og es fo Secu ty P ofess ona s (HK-300)
- Th eat Hunt ng w th Python (PY-300)



Tailored training for your most important projects.

Secure Application Development

The ea e you th nk about secu ty the mo e t be nteg ated nto you app cat ons Ou cou ses w he p jun o deve ope s suppo t you secu e app deve opment p ojects

- Secu ty Web App cat ons Ove v ew (SC-200)
- CSS P (SC-203)
- Secu e Web App Dev fecyc e - Java/JEE (SC-301)

Other project types

We offe cou ses and bund es to suppo t v tua y any p oject you may be n t at ng f you don t see you p oject type sted he e p ease contact you CDW account manage to d scuss a custom cou se p an fo you p oject

- AM Dep oyment
- Th eat Management
- DevSecOps
- Secu e nf ast uctu e Dep oyment
- Ze o T ust
- App cat on Mode n zat on
- S EM/SOAR Dep oyment
- Secu e Access Se v ce Edge (SASE)
- T and Secu ty C oss-T a n ng
- Secu ty Ope at ons Cente (SOC) Bu dout



How to use this catalog.

Find the solutions that make sense for your organization.

We offe so ut ons fo eve y s ze o gan zat on — f om s ng e seats to ente p se- eve p og am deve opment

Individual classes

Fo nd v dua ea ne s o s ng e p ojects nd v dua c asses w he p you onboa d new h es c ose mmed ate sk s gaps o p epa e you team to suppo t new y dep oyed softwa e p atfo ms o too s f om CDW

Learning packages

S mp fy you t a n ng nvestment by pu chas ng a package of c ed ts Fo most cou ses one c ed t equates to one day of t a n ng and you spend you c ed ts th oughout the yea as you needs d ctate

- St eam ne pu chases and manage t a n ng mo e eas y
- Budget and a ocate t a n ng funds w th a s ng e pu chase o de
- Ga n yea - ound access to a b oad po tfo o of cou ses techno og es and eve s
- Wo k w th CDW to ta o ea n ng p og ams to you team s needs and budget equ ements
- Make o de ng and en o ment mo e conven ent
- Adjust spend ng w th flex b ty as you needs change

ea n ng packages a e dea fo deve op ng a new capab ty ove mu t p e teams o ocat ons o jump-sta t ng a new team They can a so be used fo nd v dua cou ses fo onboa d ng c os ng sk s gaps o suppo t ng new y dep oyed softwa e p atfo ms o too s

Enterprise learning

CDW w wo k w th you to des gn o gan zat onw de t a n ng p og ams that a gn w th a ge-sca e T o outs We can he p you dep oy eg ona nat ona o even g oba t a n ng p og ams comp ete y custom zed to opt m ze you T nvestment

Demonstrate mastery with badges and certifications.

Help your teams earn meaningful badges and certifications.

Foca Po nt Academy s badges and cert ficat ons are a powerfu way of ncreas ng your emp oyees job sat sfact on **They're tangible recognition of professional accomplishments that help leaders identify and qualify cybersecurity talent.**

How the program works

Afte comp et ng a cou se o se es of cou ses emp oyees ece ve un que d g ta badges — v a C ed y — that qua fy the maste y of a sk o sk set fo a spec fic o e

Each badge g ves an emp oyee a one-c ck ea -t me v tua ep esentat on of the ach evement The bu t- n metadata va dates the c edent a and p ov des deta s on the e evant c te a sk s and (f app cab e) exp at on

These badges et nd v dua s showcase the accomp shments on ne th ough p ofess ona and soc a netwo ks such as nked n Facebook Tw tte ema s gnatu es and d g ta esumes

Badge categories

Foca Po nt s badg ng p og am s d v ded nto two key c edent a catego es

- **Role proficiency badges,** awa ded to students who have the cumu at ve sk s equ ed to fi a spec fic o e on a cybe secu ty team
- **Skills badges,** awa ded when a student maste s a spec fic capab ty th ough hands-on ea n ng exe c ses du ng one of ou cou ses



Help your teams earn college credit.

Foca Po nt Academy ssues co ege cred ts for certa n courses through our partnersh p w th Exce s or Un vers ty — an accred ted not-for-profit un vers ty that spec a zes n he p ng adu t earners advance the r careers

That s one more way CDW tra n ng he ps boost your emp oyees job sat sfact on — and bu d stronger secur ty teams

2023 COURSE CATALOG

Offensive and Defensive Cybersecurity

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 100

Cyber Risk Management Overview

A organ zat ons face cyber r sk n today s wor d Th s sem nar sty e program covers the fundamenta s profess ona s need to operate the r organ zat ons secure y embrace d srupt on safe y and commun cate cyber r sks effect ve y w th n the r organ zat ons Des gned w th profess ona s n m nd th s program d ssects the most mportant ssues n cyber r sk management and arms attendees w th the too s needed to engage n strateg c cyber r sk conversat ons

1-day course

Cha enge eve 1

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp ess the mpo tance of a sound cybe secu ty st ategy n atta n ng the o gan zat on s bus ness goa s
- Recogn ze a eas of vu ne ab ty w th n the o gan zat on and the th eats that seek to exp o t them
- dent fy the cybe sks to the o gan zat on and the p act ces that w m t gate and e m nate them
- P act ce effect ve pe sona cybe hyg ene

Prerequisites

Th s cou se s ntended fo execut ve- eve bus ness eade s (e g CEO CFO VPs)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$950
ea n ng C ed ts	1

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 101

Intro to Security Analysis

Most profess ona s are aware of the mportance the r jobs p ay n secur ng an organ zat on but many are not adequate y tra ned n th s mportant funct on and may not know where to beg n Th s hands on course g ves a jumpstart nto the ana ys s of network ntrus ons comprom sed hosts and ma ware Students w earn what common attacks ook ke how to track and ana yze ma c ous act v ty and what m t gat on steps shou d be taken

2 2-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- P ofi e/base ne the hosts se v ces and act v ty n a compute netwo k
- Pe fo m use - eve att but on of unwanted act v ty n a netwo k
- Compa e obse ved netwo k t affic to expected topo ogy
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

A backg ound n T

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th W ndows adm n st at on and/ o the Sys nte na s Su te

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 200

Phishing Investigation

Th s c ass teaches new secur ty ana ysts the bas cs of respond ng to ph sh ng attempts Students w start w th a pr mer n command ne bas cs and network flow concepts then earn how to reconstruct the path taken by ema s how to ana yze ema headers for secur ty ssues how to generate nd cators of comprom se from susp c ous ema s and what the effects can be from a successfu ph sh on systems and networks

3 3-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze flows of netwo k t affic
- Desc be the p otoco s and nf ast uctu e used to send and ece ve ema
- Ana yze ema messages and othe netwo k t affic fo s gns of ph sh ng
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 300

Network Forensics and Investigation I

Network Forens cs and nvest gat on teaches students to d fferent ate between norma and abnorma network traffic understand how packets flow through a network and attr bute conversat ons and act ons taken over a network segment to spec fic hosts or users Th s course focuses on research fi ter ng and comparat ve ana ys s to dent fy and attr bute d fferent types of act v ty Students w earn to fo ow conversat ons across a w de range of protoco s and through red rect on as we as how to deve op custom fi ters for non d ssected protoco s

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate a base ne of the p otoco s hosts and nte act ons n a netwo k env onment
- dent fy anoma ous netwo k t affic us ng a comb nat on of n-depth packet ana ys s and h ghe - eve stat st ca ana ys s
- Reconst uct event t me nes and accu ate y co e ate o d st ngu sh between event th eads
- dent fy and ext act netwo k a t facts fo fu the fo ens c ana ys s
- Compa e obse ved netwo k t affic to expected topo ogy
- Resea ch and ana yze unknown (non-d ssected) p otoco s
- T ack web act v ty at the use o sess on eve v a HTTP heade ana yt cs

Skills Badges and Certifications

Netwo k T affic Att but on & Reconst uct on
D ssect on and Ana ys s of Netwo k T affic





Prerequisites

F m unde stand ng of TCP/ P netwo k ng

CompT A Netwo k+
C sco CNET o s m a

Expe ence w th a packet ana yze

CompT A Secu ty+ o s m a

Capstone Exercise

A catego y-based captu e-the-flag cha enge that cu m nates n t ack ng a s mu ated SCADA nt us on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 301

Network Forensics and Investigation II

Bu d ng on Network Forens cs and nvest gat on th s course teaches students how to use advanced too features to uncover and nvest gate comp ex mu t stage and hard to detect ntrus ons By earn ng to dent fy stat st ca patterns so ate events of nterest and accurate y corre ate or d st ngu sh between threads of act v ty students w ga n the sk s needed to perform cr t ca rea t me ana ys s n a product on env ronment The course emp oys severa traffic ana ys s too s nc ud ng W reshark Network M ner and RSA s NetW tness nvest gator a ongs de custom too s and scr pts

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and ana yze events at a stages of the attack fecyc e
- App y th eat nte gence feeds to focus mon to ng nvest gat on and hunt act v t es
- Detect and nvest gate tunne ng botnet command & cont o t affic and othe fo ms of cove t commun cat ons be ng ut zed n a netwo k
- Emp oy finge p nt ng techn ques to detect the use of enc ypted t affic flows by ma wa e o an act ve nt ude
- Accu ate y co e ate and econst uct mu t p e stages of ma c ous act v ty n o de to bu d a comp ete p ctu e of the scope and mpact of comp ex netwo k nt us ons

Skills Badges and Certifications

Netwo k OC dent ficat on & nvest gat on
Advanced Netwo k Fo ens c Ana ys s

Prerequisites

CCNA and/o expe ence as an nc dent Hand e o s m a

Packet ana yze expe ence

Know edge of common Web App funct ona ty and a ch tectu e

Capstone Exercise

nvest gate a comp ex mu t - stage nt us on P epa e a epo t on the attack document the hacke s act v t es and deta the eaked nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 302

Automated Network Defense

An ntrus on Detect on/Prevent on System (DS/ PS) can automate the process of dent fy ng attacks among the thousands of connect ons on a network aught by eaders n network defense who work n the cybersecur ty ndustry th s course demonstrates how to defend arge sca e network nfrastructures by bu d ng and ma nta n ng DS/ PS and master ng advanced s gnature wr t ng techn ques W th DS and tra ned network secur ty aud tors organ zat ons have a re ab e means to pr or t ze and so ate the most cr t ca threats n rea t me

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze the benefits and m tat ons of d ffe ent nt us on detect on system types (netwo k-based host-based and d st buted systems)
- dent fy opt ma senso p acement and gaps n cove age
- W te bas c DS s gnatu es to dent fy t affic of nte est and tune them to educe fa se pos t ves
- Use eassemb y and p e-p ocess ng eng nes to automat ca y econst uct st eams of netwo k data p o to ana ys s
- App y decod ng and othe techn ques to ove come DS evas on effo ts
- Deve op comp ex s gnatu es emp oy ng u e cha n ng event fi te ng and post-detect on ana ys s to dent fy d st buted attacks mu t -stage events and othe mo e comp ex th eats
- Use egu a exp ess ons to effect ve y detect va ab e o mo ph ng attacks
- Manage u e sets to educe edundancy and ma nta n system effic ency

Skills Badges and Certifications

DS S gnatu e C eat on and Opt m zat on
Automated Netwo k Th eat M t gat on

Prerequisites

A st ong unde stand ng of TCP/ P netwo k ng

Netwo k Fo ens cs and nvest gat on and

Capstone Exercise

dent fy and ana yze the e ements of a mu t stage nt us on Configu e and tune an DS/ PS to detect and m t gate these attacks

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY OS 300

Endpoint Live Forensics

Endpo nt L ve Forens cs teaches students how to dent fy abnorma act v ty and nvest gate a runn ng system that may have been comprom sed n th s course students w earn the most usefu commands too s and techn ques that can be emp oyed dur ng nvest gat on to revea the s gn ficant nd cators of nfi trat on as we as how to create a system base ne to be used for future ana ys s Th s course s focused pr mar y on the W ndows 10 and L nux operat ng systems

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the co e components of the ope at ng system and a ce ta n a cu ent state us ng bu t- n o othe t usted too s
- Ana yze a unn ng system and detect abno ma behav o e at ng to ope at ng system components
- Use event og ana ys s to ve fy and co e ate the a t facts of anoma ous behav o and dete m ne the scope of an nt us on
- Bu d o mod fy Powe She sc pts to nte ogate an ope at ng system and automate epet t ve ana yt c tasks
- C eate and use a system base ne to dent fy unexpected tems such as ogue accounts o configu at on changes

Skills Badges and Certifications

ve W ndows Endpo nt Ana ys s
System & Event og Ana ys s



Prerequisites

Fam a ty w th W ndows systems and the command ne nte face

Unde stand ng of TCP/ P netwo k ng

Expe ence w th VMwa e o othe v tua zat on softwa e

Capstone Exercise

An nvest gat on scena o to emote y ana yze a netwo k of systems dent fy comp om sed mach nes and emed ate as app op ate

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY HK 300

Hacker Methodologies for the Security Professional

Th s course teaches the processes threat actors use to break nto organ zat ons networks and stea the r most sens t ve data Ut z ng Ka L nux and the Metasp o t Framework students w earn to dent fy scan and enumerate target systems corre ate serv ces to vu nerab t es and exp o ts emp oy exp o ts to ga n access to the target systems e evate pr v eges propagate through the network and cover the r tracks w th n a target network Th s course s focused pr mar y on L nux and W ndows operat ng systems

5 5-day course

4 Cha enge eve 4

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy the c asses of hackers the r mot vat ons and the methodo og es emp oyed by threat actors
- Use p b c y ava ab e too s and open-so rce nte gence techn q es to deve op a target footpr nt
- Scan and en merate targets to dent fy target operat ng systems and serv ces
- Research and everage exp o ts for v nerab e serv ces to ach eve access to target systems
- dent fy system config rat on weaknesses and v ab e pr v ege esca at on tact cs
- Ana yze exp o ted systems to dent fy and remove nd cat ons of comprom se
- mp oy system too s to exp o t add t ona targets w th n an nterna network

Skills Badges and Certifications

W ndows xp o tat on
n x xp o tat on
and & xpand



Prerequisites

Fam a w th the W ndows and nux Command ne nte face and the W ndows and nux ope at ng system components and secu ty featu es

Capstone Exercise

Red team exe c se equ ng teams to estab sh n t a access to a DMZ p vot to othe netwo k segments and et eve equested nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY PY 300

Threat Hunting with Python

Th s ntermed ate eve course teaches students how to use threat hunt ng hypotheses generated from contextua data or threat nte gence feeds to wr te Python scr pts that nteract w th var ous data sources and perform data ana yt cs to determ ne the va d ty of those hypotheses echn ques nc ude the use of advanced data structures act ve data gather ng us ng SCAPY and other too s scr pt ng database or S EM quer es and more Successfu students w ga n the ab ty to scr pt or automate custom threat hunt ng tasks

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Test cybe th eat hunt ng hypotheses by c eat ng Python sc pts that pe fo m data gathe ng and ana yt cs
- Use advanced data st uctu es to sto e sea ch and man pu ate data
- W te Python code to nte act w th a va ety of systems such as S EM p atfo ms and endpo nts as we as stat c data sou ces such as og fi es and t affic captu es
- mp ove the speed and effect veness of cybe th eat hunt ng act v t es th ough sc pt ng and automat on

Skills Badges and Certifications

Th eat Hunt ng w th Python

Prerequisites

nte med ate- eve p og amm ng expe ence w th Python

Successfu comp et on of Netwo k Fo ens cs and nvest gat on o compa ab e expe ence

Capstone Exercise

G ven a scena o deve op th eat hunt ng hypotheses then w te Python sc pts to gathe app op ate data pe fo m ana yt cs and p oduce output

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY MA 300

Behavioral Malware Analysis

Behav ora Ma ware Ana ys s teaches students the fundamenta sk s to ana yze ma c ous software from a behav ora perspect ve Us ng system mon tor ng too s and ana yt c software th s course teaches how to observe ma ware n a contro ed env ronment to qu ck y ana yze ts ma c ous effects to the system From s mp e key oggers to mass ve botnets th s c ass covers a w de var ety of current threats w th actua samp es be ng ana yzed n the tra n ng env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy c ass fy and document ma wa e and ts capab t es
- C eate and custom ze a v tua zed ana ys s env onment
- Emp oy common too s to cha acte ze ma wa e samp es qu ck y
- dent fy obfuscat on methods used by attacke s to escape detect on

Skills Badges and Certifications

Ma wa e C ass ficat on
Behav o a Ma wa e Ana ys s



Prerequisites

Unde stand ng of W ndows Ope at ng System adm n st at on

F m unde stand ng of ope at ng system nte na s

Know edge of common ma wa e types and exp o t vecto s

Capstone Exercise

Ana yze a cu ent p ece of W ndows ma wa e and p oduce a tho ough epo t on ts capab t es system mpact and means of pe s stence

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 300

Assembly for Reverse Engineers

Des gned for ma ware ana ysts and code deve opers a ke Assemb y for Reverse Eng neers w equ p students w th the know how to effect ve y read Assemb y rev ew statements understand program flow dent fy the nfluence of d fferent comp ers and reverse mach ne code back to ts h gher eve equ va ent Learn and pract ce deve opment techn ques to mprove the speed and qua ty of stat c ana ys s dur ng th s week ong ab ntens ve course

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be how code execut on wo ks
- Unde stand the components of the x86 nst uct on set
- App y demonst ated ana ys s techn ques to the eve se eng nee ng of W ndows executab es
- Use DA P o s powe fu Assemb y ma kup featu es to opt m ze ana ys s
- Use stat c and dynam c ana ys s to nte p et and document p og am flow

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode x86 W ndows B na es
Stat c Reve se Eng nee ng



Prerequisites

Know edge of ope at ng system nte na s

Expe ence w th C p og amm ng n a W ndows env onment

Expe ence w th VMwa e softwa e s an advantage

Capstone Exercise

A manua stack t ace exe c se and a eve se eng nee ng ass gnment to d scove and document the funct on of a g ven b na y

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 400

Malware Reverse Engineering

Th s course teaches students how to perform advanced ana ys s of rea wor d ma ware samp es us ng d sassemb y and debugg ng techn ques The course a so covers data decod ng and b nary obfuscat on to bypass protect ons and perform effect ve ana ys s on hardened samp es and how to defeat ant debugg ng and other ant ana ys s techn ques We w use DA Pro D sassemb er O yDbg and x64dbg to demonstrate how to accomp sh common ana ys s tasks overcome ma ware ana ys s roadb ocks and ach eve a more comp ete understand ng of a ma c ous samp e s funct ona ty

5 5-day course

Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use DA P o O yDbg x64dbg and othe too s to ana yze and debug ma wa e and epo t on ts capab t es
- Desc be n deta the st uctu e and funct ons of the Po tab e Executab e (PE) heade and ana yze PE heade s to a d n ma wa e cha acte zat on
- App y techn ques fo dent fy ng ana yz ng and bypass ng data obfuscat on
- Unde stand the st uctu e and use of Dynam c nked b a es (D s) and app y eve se eng nee ng sk s to D ana ys s
- dent fy and ove come a ange of ant -debugg ng and ant -ana ys s techn ques used n mode n ma wa e
- dent fy deve ope code n a comp ed b na y

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode W ndows Ma wa e
Stat c Reve se Eng nee ng
Dynam c Reve se Eng nee ng



Prerequisites

Successfu comp et on of Assemb y fo Reve se Eng nee s

Unde stand ng of ope at ng system nte na s

Expe ence n C and Python p og amm ng s ecommended

Capstone Exercise

Reve se eng nee ng ass gnment to ana yze and epo t on a ea -wo d ma wa e samp e that emp oys ant -ana ys s techn ques

Pricing

USD	$5 700
ea n ng C ed ts	6

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 500

Python for Reverse Engineers

Th s course s geared toward the reverse eng neer t ntroduces a student to the Python anguage w th a focus on us ng t to acce erate automate and opt m ze reverse eng neer ng tasks The course starts w th an ntroduct on to the Python anguage a rev ew of object types and flow statements then de ves nto fi e operat ons modu es work ng w th the C ypes brary for nteract on w th W ndows operat ng systems debugg ng and DA scr pt ng

5 5-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and mp ement Python sc pts used n eve se eng nee ng
- Use Python to nte act w th the W ndows ope at ng system us ng the W ndows AP
- C eate custom event hand e s to automate debugg ng tasks
- Use Python to automate tasks to debug ma wa e and epo t on ts act v t es
- Automate d sassemb y tasks us ng DAPython and othe ava ab e modu es

Prerequisites

Successfu comp et on of Ma wa e Reve se Eng nee ng

Fam a ty w th p og amm ng/sc pt ng

Expe ence w t ng o ed t ng Python sc pts

Capstone Exercise

nd v dua ab Exe c ses

Pricing

USD	$5 700
ea n ng C ed ts	6

2023 COURSE CATALOG

Cloud Implementation and Security



CLOUD IMPLEMENTATION AND SECURITY CSA 100

CCSK Foundation

The Cert ficate of C oud Secur ty Know edge (CCSK) Foundat on course starts w th the fundamenta s and ncreases n comp ex ty as t works through a 16 doma ns of the CSA Secur ty Gu dance recommendat ons from the European Un on Agency for Network & nformat on Secur ty (EN SA) and an overv ew of the C oud Contro s Matr x t covers key areas nc ud ng best pract ces for AM c oud nc dent response app cat on secur ty data encrypt on Secur ty as a Serv ce (SECaaS) secur ng emerg ng techno og es and more

2-day course

Cha enge eve 1

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$1900
ea n ng C ed ts	2

CLOUD IMPLEMENTATION AND SECURITY CSA 200

CCSK Plus – AWS

The CCSK P us AWS course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the AWS cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n AWS

Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n AWS

Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n AWS

Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

CLOUD IMPLEMENTATION AND SECURITY CSA 201

CCSK Plus – Azure

The CCSK P us Azure course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the Azure cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n Azu e
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n Azu e
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n Azu e
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

2023 COURSE CATALOG

AppDev, Programming, Secure Coding, and DevSecOps

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 200

Securing Web Applications Overview

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons and ntegrate secur ty measures nto the deve opment process Th s overv ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng current rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on of th s course bu ds on the prev ous y earned mechan cs for bu d ng defenses by exp or ng how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use va ous too s and techn ques to dete m ne a web app cat on s ope at ona env onment and dete m ne ts vu ne ab t es
- Detect attack and mp ement defenses fo authent cat on autho zat on funct ona ty and se v ces as we as XSS and nject on attacks
- Assess the sks assoc ated w th XM p ocess ng fi e up oads and se ve -s de nte p ete s and how to best e m nate o m t gate those sks
- dent fy the st engths m tat ons and uses fo too s such as code scanne s dynam c scanne s and web app cat on fi ewa s (WAFs)
- App y techn ques and measu es that can be used to ha den web and app cat on se ve s as we as othe components n you nf ast uctu e

Prerequisites

Expe ence dep oy ng and/o suppo t ng web app cat ons

P o p og amm ng expe ence s h gh y ecommended

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 201

Exploring the OWASP Top Ten

Exp or ng the OWASP op en s a ser es of qu ck hard h tt ng sess ons that set the context for and wa ks through the OWASP vu nerab t es Each sess on prov des a so d set of nformat on for deve opers testers and other stakeho ders about understand ng dent fy ng and m t gat ng a vu nerab ty Th s course prov des an understand ng of the recent y updated OWASP op en w th usefu ns ghts d scuss ons and n many cases demonstrat ons of the app cat on vu nerab t es that are p agu ng the ndustry

2 2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and desc be the mechan sm by wh ch each of the top ten vu ne ab t es s exp o ted
- Dete m ne the p eva ence of each vu ne ab ty nc ud ng cha acte st cs to focus on du ng des gn and code ev ews to he p detect potent a ssues
- Desc be the type and seve ty of potent a consequences when a successfu exp o t occu s
- D ffe ent ate the app op ate detect on m t gat on o p event on techn ques fo each potent a exp o ted vu ne ab ty
- Assess and out ne the e at ve effect veness of scanne s and othe too s n detect ng Top Ten vu ne ab t es
- Exp o e and exam ne gene c and code-spec fic efe ences that can be used n defens ve effo ts

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 300

Attacking and Securing Java/JEE Web Applications

Attack ng and Secur ng Java/JEE Web App cat ons prov des un que coverage of Java app cat on secur ty Th s course covers penetrat on test ng hunt ng for bugs n Java web app cat ons best pract ces for defens ve y cod ng web app cat ons and the OWASP op en Part c pants w be ab e to recogn ze actua and potent a software vu nerab t es and mp ement defenses for those vu nerab t es Each vu nerab ty s exam ned from a Java/JEE perspect ve by descr b ng the threat and attack mechan sms recogn z ng assoc ated vu nerab t es and des gn ng mp ement ng and test ng effect ve defenses

4-day course

Cha enge eve 4

32 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Detect and avo d common m stakes that a e made n bug hunt ng and vu ne ab ty test ng
- Exp a n concepts and te m no ogy beh nd defens ve secu e cod ng
- Configu e and test web app cat ons w th va ous attack techn ques to dete m ne the ex stence and effect veness of aye ed defenses
- dent fy and mp ement effect ve defenses aga nst vu ne ab t es assoc ated w th unt usted data XSS and nject on attacks
- Fo mu ate and emp oy techn ques and measu es to ha den web and app cat on se ve s

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended

Expe ence w th and wo k ng know edge of Java and JEE

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 301

Secure Web App Development Lifecycle — Java/JEE

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons by ntegrat ng secur ty measures nto the deve opment process Th s over v ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on exp ores how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy defect/bug epo t ng mechan sms w th n the o gan zat ons
- Define concepts and te m no ogy beh nd defens ve secu e cod ng nc ud ng the phases and goa s of a typ ca exp o t
- Detect attack and mp ement defenses fo vu ne ab t es assoc ated w th authent cat on and autho zat on funct ona ty and se v ces
- Ha den the web and app cat on se ve s as we as othe components n you nf ast uctu e
- Bu d ut ze and app y defens ve opt ons to an asset nvento y fo a softwa e app cat on

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 200

Intro to Python Programming

ntro to Python Programm ng s a hands on course to he p students earn the fundamenta s of wr t ng and runn ng bas c Python scr pts The course focuses on advanced features such as fi e operat ons regu ar express ons work ng w th b nary data and us ng the extens ve funct ona ty of Python modu es Emphas s s p aced on features un que to Python such as tup es array s ces and output formatt ng The course a so teaches students to automate or s mp fy common tasks w th scr pts for bas c web deve opment projects

3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate wo k ng Python sc pts fo ow ng best p act ces
- Configu e Python data types app op ate y
- Read and w te fi es w th both text and b na y data
- Sea ch and ep ace text us ng egu a exp ess ons
- Recogn ze the standa d b a y and ts wo k-sav ng modu es
- C eate ea -wo d p ofess ona Python app cat ons
- Recogn ze when to use co ect ons such as sts d ct ona es and sets
- Dete m ne Python c featu es such as comp ehens ons and te ato s
- W te obust code us ng except on hand ng

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Students shou d have a wo k ng use - eve know edge of Un x/ nux Mac o W ndows

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 301

Python for the Cloud – Azure

Python for the C oud w th Azure s a pract ca hands on course that eads the student from the bas cs of wr t ng and runn ng Python scr pts to the more advanced sk s requ red to wr te so d Python code to dep oy to product on Th s comprehens ve pract ca course prov des an n depth exp orat on of work ng w th the programm ng anguage and s not an academ c overv ew of syntax and grammar

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Pe fo m nt oducto y eve Python fo ana yt cs w th NumPy and Pandas
- dent fy data movement e o s expectat ons and code opt m zat on
- Desc be how to pack and sh p code nto se v ces and c oud o conta ne o VM
- Effect ve y use the Azu e AP to nte act w th Azu e n Python

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Wo k ng know edge of Un x/ nux Mac o W ndows

Comfo tab e us ng a command ne nte face

Capstone Exercise

eve age the sk s f om th oughout the cou se to c eate de ve and p esent (opt ona) a comp ete tested so ut on

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Data Science and Analytics



DATA SCIENCE AND ANALYTICS DS 100

Data Science Overview

Data Sc ence Overv ew s an ntroductory eve course that covers the concepts and techno og es nvo ved n B g Data data sc ence pred ct ve ana yt cs art fic a nte gence data m n ng and data warehous ng The course exp ores the current state of data sc ence major components of a modern data sc ence nfrastructure team ro es and respons b t es and poss b e outcomes for nvest ng n data sc ence

1-day course

Cha enge eve 1

8 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the e ements of the Hadoop Ecosystem HDFS Resou ce Nav gato s MapReduce Spa k D st but ons
- Define data sc ence types and te ms and exp a n ET (Exchange T ansfo m oad)
- Summa ze data hand ng nc ud ng the common too s used
- dent fy the anguages b a es and f amewo ks used n the Hadoop Ecosystem nc ud ng R Python Java Sca a P g and BPMN
- App y a t fic a nte gence p nc p es n bus ness systems
- D ffe ent ate between the evo v ng o es and funct ons n data sc ence

Prerequisites

Attendees shou d have p o exposu e to ente p se nfo mat on techno ogy and be fam a w th e at ona databases

Pricing

USD	$950
ea n ng C ed ts	1



DATA SCIENCE AND ANALYTICS DS 200

R Programming for Data Science and Analytics

R Programm ng for Data Sc ence and Ana yt cs exam nes components of a stat st ca programm ng env ronment and enab es students to descr be gener c programm ng anguage concepts as they are mp emented n R The course focuses on the bas cs of stat st ca comput ng wh ch nc udes programm ng n R read ng data nto R access ng R packages wr t ng R funct ons and v sua z ng data w th R

3 3-day course

Cha enge eve 3

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and define R p og amm ng va ab es types oops sca a s vecto s and mat ces
- Pe fo m st ng and text man pu at on n R
- dent fy and emp oy R sts and funct ons
- Use R data f ames and fi e /O
- Read data f om fi es and pe fo m data p epa at on
- Pe fo m data v sua zat on us ng a ange of p ott ng funct ons
- Use Dp y fo data exp o at on
- C eate stat st ca mode s w th R
- Use nea and og st c eg ess ons

Prerequisites

Students shou d have nte med ate- eve expe ence n the fie d and p o expe ence wo k ng w th p og amm ng anguages

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3



DATA SCIENCE AND ANALYTICS DS 300

Python for Data Science

Python for Data Sc ence s an ntermed ate course that covers the essent a s of us ng Python to perform exp oratory data ana ys s comp ex v sua zat ons and arge sca e d str buted process ng on B g Data n th s course students use essent a mathemat ca and stat st cs brar es such as NumPy Pandas Sc Py Sc k t Learn ensorF ow as we as v sua zat on too s ke Matp ot b P L and Seaborn

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and un Python code n a data sc ence context
- C eate and p ocess mages w th P
- App y and v sua ze w th Seabo n
- dent fy Key featu es of Sc Py and Sc k t- ea n
- nte act w th Spa k us ng DataF ames
- Pe fo m B g Data ana yt cs w th Spa kSQ M b and St eam ng

Prerequisites

Students must have a backg ound n bas c Python deve opment sk s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

2023 COURSE CATALOG

Amazon Web Services (AWS)

AMAZON WEB SERVICES (AWS) AWS 100

AWS Cloud Practitioner Essentials

Th s fu day course s ntended for nd v dua s who seek an overa understand ng of the AWS C oud ndependent of spec fic techn ca ro es t prov des a deta ed overv ew of c oud concepts AWS serv ces secur ty arch tecture pr c ng and support t nc udes ab exerc ses re nforc ng some of the core concepts of the ecture

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- D ffe ent ate between c oud comput ng and dep oyment mode s
- Desc be the AWS C oud va ue p opos t on
- Desc be the bas c g oba nf ast uctu e of the c oud
- Compa e the d ffe ent methods of nte act ng w th AWS
- Desc be and d ffe ent ate between AWS se v ce doma ns
- Desc be bas c AWS C oud a ch tectu a p nc p es
- Desc be secu ty se v ces w th the AWS c oud

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied C oud P act t one exam



Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 101

AWS Technical Essentials

n th s course students w earn about AWS products serv ces and common so ut ons Students w earn the fundamenta s of dent fy ng AWS serv ces so that they can make nformed dec s ons about so ut ons based on bus ness requ rements

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate an Amazon Mach ne mage (AM) f om a unn ng nstance
- C eate a oad ba ance
- C eate a aunch configu at on and an Auto Sca ng g oup
- Automat ca y sca e new nstances w th n a p vate subnet
- C eate Amazon C oudWatch a a ms and mon to pe fo mance of you nf ast uctu e

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 300

Security Engineering on AWS

Th s course demonstrates how to effic ent y use AWS secur ty serv ces to stay secure n the AWS C oud The course focuses on the secur ty pract ces that AWS recommends for enhanc ng the secur ty of your data and systems n the c oud The course h gh ghts the secur ty features of AWS key serv ces nc ud ng compute storage network ng and database serv ces You w a so earn how to everage AWS serv ces and too s for automat on cont nuous mon tor ng and ogg ng and respond ng to secur ty nc dents

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ass m ate and eve age the AWS sha ed secu ty espons b ty mode
- A ch tect and bu d AWS app cat on nf ast uctu es that a e p otected aga nst the most common secu ty th eats
- P otect data at est and n t ans t w th enc ypt on
- App y secu ty checks and ana yses n an automated and ep oduc b e manne

Prerequisites

Wo k ng know edge of T nf ast uctu e secu ty and c oud comput ng concepts

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Secu ty – Spec a ty exam



AMAZON WEB SERVICES (AWS) AWS 301

Architecting on AWS

Th s course covers the fundamenta s of bu d ng nfrastructure on the AWS p atform Students earn how to opt m ze the AWS C oud by understand ng how AWS serv ces fit nto c oud based so ut ons n add t on students exp ore AWS C oud best pract ces and des gn patterns for arch tect ng opt ma so ut ons on AWS and bu d a var ety of nfrastructures n gu ded hands on act v t es The course a so covers how to create fledg ng arch tectures and bu d them nto robust and adapt ve so ut ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Make a ch tectu a dec s ons based on AWS a ch tectu a p nc p es and best p act ces
- eve age AWS se v ces to make you nf ast uctu e sca ab e e ab e and h gh y ava ab e
- eve age AWS Managed Se v ces to enab e g eate flex b ty and es ency n an nf ast uctu e
- Make an AWS-based nf ast uctu e mo e effic ent to nc ease pe fo mance and educe costs
- Use the We A ch tected F amewo k to mp ove a ch tectu es w th AWS so ut ons

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – Assoc ate exam

Prerequisites

AWS C oud P act t one
Essent a s

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 302

System Operations on AWS

Th s course teaches systems operators and anyone perform ng system operat ons funct ons how to nsta configure automate mon tor secure ma nta n and troub eshoot the serv ces networks and systems on AWS necessary to support bus ness app cat ons The course a so covers spec fic AWS features too s and best pract ces re ated to these funct ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Automate esou ce dep oyment us ng AWS se v ces such as AWS C oudFo mat on and AWS Se v ce Cata og
- Use AWS se v ces to manage AWS esou ces th ough SysOps fecyc e p ocesses such as dep oyments and patches
- Use Amazon C oudWatch and assoc ated featu es such as a a ms dashboa ds and w dgets to mon to you c oud env onment
- Manage pe m ss ons and t ack act v ty n you c oud env onment us ng AWS se v ces such as AWS C oudT a and AWS Config

Prerequisites

AWS Techn ca Essent a s

P ofic ency n manag ng systems at the command ne

Bas c know edge of netwo k ng p otoco s

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied SysOps Adm n st at on – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 303

Developing on AWS

n th s course students earn how to use the AWS SDK to deve op secure and sca ab e c oud app cat ons Students w exp ore how to nteract w th AWS us ng code and a so earn about key concepts best pract ces and troub eshoot ng t ps

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Set up the AWS SDK and deve ope c edent a s fo Java C#/ NET Python and JavaSc pt
- nte act w th AWS se v ces and deve op so ut ons by us ng the AWS SDK
- Use AWS dent ty and Access Management (AM) fo se v ce authent cat on
- Use conta ne s n the deve opment p ocess
- eve age the C /CD p pe ne to dep oy app cat ons on AWS

Prerequisites

Expe t se n at east one h gh-eve p og amm ng anguage

Wo k ng know edge of co e AWS se v ces

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Deve ope – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 304

DevOps Engineering on AWS

DevOps Eng neer ng on AWS teaches students how to use the comb nat on of too s pract ces and cu tura ph osophy of DevOps to mprove an organ zat on s ab ty to deve op de ver and ma nta n app cat ons and serv ces at h gh ve oc ty on AWS Th s course focuses on Cont nuous ntegrat on (C) Cont nuous De very (CD) m croserv ces nfrastructure as code mon tor ng and ogg ng and add t ona core pr nc p es of DevOps

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use AWS C oudFo mat on and AWS OpsWo ks to dep oy the nf ast uctu e necessa y to c eate deve opment test and p oduct on env onments fo a softwa e deve opment p oject
- Use AWS CodeComm t AWS CodeBu d AWS CodeP pe ne and AWS CodeSta
- mp ement seve a common cont nuous dep oyment (CD) use cases us ng AWS techno og es
- D st ngu sh between the a ay of app cat on dep oyment techno og es ava ab e on AWS nc ud ng AWS CodeDep oy AWS OpsWo ks AWS E ast c Beansta k Amazon E ast c Conta ne Se v ce (Amazon ECS) and Amazon E ast c Conta ne Reg st y (Amazon ECR)
- eve age automated test ng n d ffe ent stages of a C /CD p pe ne

Prerequisites

Systems Ope at ons on AWS
o Deve op ng on AWS

Expe ence adm n ste ng nux o W ndows systems at the command- ne eve

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 400

Advanced Architecting on AWS

Bu d ng on concepts ntroduced n Arch tect ng on AWS Advanced Arch tect ng on AWS s ntended for nd v dua s who are exper enced w th des gn ng sca ab e and e ast c app cat ons on the AWS p atform Th s course covers how to bu d comp ex so ut ons wh ch ncorporate data serv ces governance and secur ty on AWS and ntroduces spec a zed AWS serv ces nc ud ng AWS D rect Connect and AWS Storage Gateway to support ybr d arch tecture

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Connect on-p em ses data cente to AWS c oud
- Move a ge data f om on-p em ses data cente to AWS
- Unde stand d ffe ent a ch tectu a des gns fo sca ng
- P otect you nf ast uctu e f om DDoS attack
- Secu e you data on AWS w th enc ypt on
- Des gn p otect on of data-at- est as we as data- n-fl ght

Prerequisites

A ch tect ng on AWS

Ach eved AWS Ce t fied So ut on A ch tect – Assoc ate

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 403

Advanced Developing on AWS

Th s three day course covers advanced deve opment top cs such as arch tect ng for a c oud nat ve env ronment and deconstruct ng on prem ses egacy app cat ons and repackag ng them nto c oud based c oud nat ve arch tectures t a so covers how to app y the tenets of the we ve Factor App cat on methodo ogy

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze a mono th c app cat on a ch tectu e to dete m ne og ca o p og ammat c b eak po nts whe e the app cat on can be b oken up ac oss d ffe ent AWS se v ces
- App y Twe ve-Facto App cat on man festo concepts and steps wh e m g at ng f om a mono th c a ch tectu e
- Recommend the app op ate AWS se v ces to deve op a m c ose v ces-based c oud-nat ve app cat on
- Use the AWS AP C and SDKs to mon to and manage AWS se v ces

Prerequisites

Deve op ng on AWS p us 6 months of ea -wo d expe ence w th the concepts cove ed

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam





2023 COURSE CATALOG

Cisco

CISCO CBROPS

Understanding Cisco Cybersecurity Operations Fundamentals (CBROPS)

Understand ng Cybersecur ty Operat ons Fundamenta s (CBROPS) teaches the fundamenta s of network nfrastructure dev ces operat ons and vu nerab t es of ransm ss on Contro Protoco / nternet Protoco (CP/ P) Students w earn bas c secur ty concepts common network app cat on operat ons and attacks W ndows and L nux operat ng systems and the types of data used to nvest gate secur ty nc dents Fo ow ng th s course students can perform the job ro e of an assoc ate eve cybersecur ty ana yst n a secur ty operat ons center Th s course prepares students for the C sco Cert fied CyberOps Assoc ate cert fcat on

5-day course

Cha enge eve 2

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n how a SOC operates and descr be the d fferent types of serv ces that are performed from a T er-1 SOC ana yst s perspect ve
- xp a n Network Sec r ty Mon tor ng (NSM) too s that are ava ab e to the network sec r ty ana yst
- Descr be sec r ty flaws n the TCP/ P protoco and how they can be sed to attack networks and hosts
- Understand common endpo nt sec r ty techno og es
- Understand the k cha n and the d amond mode s for nc dent nvest gat ons and the se of exp o t k ts by threat actors
- dent fy reso rces for h nt ng cyberthreats
- xp a n the se of a workflow management system and a tomat on to mprove the effect veness of the SOC
- Descr be a typ ca nc dent response p an and the f nct ons of a typ ca CS RT
- xp a n the se of V R S to doc ment sec r ty nc dents n a standard format

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons C sco Cert fied CyberOps Assoc ate

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) cou se o equ va ent

Fam a ty w th Ethe net and TCP/ P and secu ty concepts

Know edge of the W ndows and nux

Capstone Exercise

C sco Ce t fied Cybe Ops Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC UCS

Introducing Cisco Unified Computing System (DCIUCS)

The ntroduc ng C sco Un fied Comput ng System (DC UCS) v1 0 s an ntroductory course that shows students how to dep oy secure operate and ma nta n the C sco Un fied Comput ng system (C sco UCS®) B Ser es b ade servers C sco UCS C Ser es and S Ser es rack servers and C sco yperF ex™ product fam y for use n data centers Students w ga n hands on pract ce on bas c C sco UCS server configurat on perform ng backup and restore act v t es and more

2-day course

Cha enge eve 2

12 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco UCS server hardware and connect v ty
- Descr be the C sco yper ex Data P atform ts data wr t ng and read ng processes and data opt m zat on
- Descr be and config re C sco UCS serv ce profi es and profi e temp ates
- Descr be and mp ement nternet Sma Comp ter Systems nterface (SCS) on C sco UCS
- Descr be and mp ement C sco UCS firmware pdates and back ps

Prerequisites

Gene a know edge of se ve s out ng and sw tch ng sto age a ea netwo k ng and se ve v tua zat on

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

CISCO C COR

Implementing and Operating Cisco Collaboration Core Technologies (CLCOR)

mp ement ng C sco Co aborat on Core echno og es (CLCOR) v1 0 he ps students prepare for the C sco® CCNP® Co aborat on and CC E® Co aborat on cert ficat ons and advanced eve ro es focused on the mp ementat on and operat on of C sco co aborat on so ut ons Students w ga n the know edge and sk s needed to mp ement and dep oy core co aborat on and network ng techno og es nc ud ng nfrastructure and des gn protoco s codecs and endpo nts C sco nternetwork Operat ng System (OS®) XE gateway and med a resources ca contro Qua ty of Serv ce (QoS) and add t ona C sco co aborat on app cat ons

5 5-day course

Cha enge eve 2

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the C sco Co aborat on so t ons arch tect re
- Compare the P Phone s gna ng protoco s of Sess on n t at on Protoco (S P) 323 Med a Gateway Contro Protoco (MGCP) and Sk nny C ent Contro Protoco (SCCP)
- ntegrate and tro b eshoot C sco Un fied Comm n cat ons Manager w th DAP for ser synchron zat on and ser a thent cat on
- mp ement C sco Un fied Comm n cat ons Manager prov s on ng feat res and ca ng pr v eges
- mp ement and tro b eshoot med a reso rces n C sco Un fied Comm n cat ons Manager
- Ana yze traffic patterns and q a ty ss es n converged P networks s pport ng vo ce v deo and data traffic
- Define QoS and ts mode s
- Config re c ass ficat on and mark ng opt ons on C sco Cata yst® sw tches

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

CCNP Co aborat on

CC Co aborat on

C sco Cert fied Spec a st - Co aborat on Core





Prerequisites

Know edge of bas c te ms of compute netwo k ng

Bas cs of d g ta nte faces PSTNs and Vo P

Know edge of conve ged vo ce and data netwo ks and C sco Un fied Commun cat ons Manage

Capstone Exercise

mp ement ng C sco Co abo at on Co e Techno og es (350-801 C COR) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC

Implementing Cisco Application Centric Infrastructure (DCACI)

mp ement ng C sco App cat on Centr c nfrastructure (DCAC) v1 0 shows students how to dep oy and manage the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course g ves students the know edge and sk s to configure and manage C sco Nexus 9000 Ser es Sw tches n AC mode connect the C sco AC fabr c to externa networks and serv ces and to support V rtua Mach ne Manager (VMM) ntegrat on Students w exerc se key capab t es such as fabr c d scovery po c es connect v ty and VMM ntegrat on

5 5-day course

Cha enge eve 2

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco AC abr c nfrastr ct re and bas c C sco AC concepts
- Descr be C sco AC po cy mode og ca constr cts
- Descr be C sco AC bas c packet forward ng
- Descr be externa network connect v ty
- Descr be VMM ntegrat on
- Descr be ayer 4 to ayer 7 ntegrat ons
- xp a n C sco AC management feat res

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st – Data Center AC mp ementat on



Prerequisites

Unde stand ng of netwo k ng p otoco s out ng and sw tch ng

Fam a ty w th ethe net sw tch ng p oducts

Unde stand ng of data cente a ch tectu e

Fam a ty w th v tua zat on

Capstone Exercise

mp ement ng C sco App cat on Cent c nf ast uctu e (300-620 DCAC) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC A

Implementing Cisco Application Centric Infrastructure—Advanced

mp ement ng C sco App cat on Centr c nfrastructure Advanced (DCAC A) v1 0 shows students how to ntegrate the capab t es of the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course covers how to use C sco AC as a po cy dr ven so ut on that ntegrates software and hardware and how to mp ement C sco AC Mu t Pod and Mu t S te dep oyments Students w mp ement advanced AC capab t es such as Rogue Endpo nt Feature rans t Rout ng VRF Route Leak ng Contracts and Zon ng Ru es and C sco AC ® Mu t S te Orchestrator

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n C sco AC advanced fabr c packet forward ng
- xp a n advanced AC po cy and tenant config rat on
- Descr be C sco AC M t -Pod dep oyment
- xp a n the deta s and cons derat on of mp ement ng and ntegrat ng the trad t ona network w th C sco AC
- Descr be C sco AC Serv ce Graph Po cy-Based Red rect (PBR)
- Descr be C sco AC M t -S te dep oyment

Prerequisites

Bas c unde stand ng of C sco AC

Unde stand ng of C sco data cente a ch tectu e

Fam a ty w th v tua zat on fundamenta s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO CCNA

Implementing and Administering Cisco Solutions (CCNA)

Through a comb nat on of ecture and hands on abs mp ement ng and Adm n ster ng C sco So ut ons (CCNA) v1 0 teaches students how to nsta operate configure and ver fy bas c Pv4 and Pv6 networks The course covers configur ng network components such as sw tches routers and w re ess LAN contro ers manag ng network dev ces and dent fy ng bas c secur ty threats The course a so prov des a foundat on n network programmab ty automat on and software defined network ng Th s course he ps students prepare to take the 200 301 C sco Cert fied Network Assoc ate (CCNA) exam

5-day course

Cha enge eve 3

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the TCP/ P nternet ayer Pv4 ts address ng scheme and s bnett ng
- nsta a sw tch and perform the n t a config rat on
- dent fy and reso ve common sw tched network ss es and common prob ems assoc ated w th Pv4 address ng
- Descr be the app cat on and config rat on of nter-V AN ro t ng
- xp a n the bas cs of dynam c ro t ng protoco s and descr be components and terms of Open Shortest Path rst (OSP)
- xp a n how Spann ng Tree Protoco (STP) and Rap d Spann ng Tree Protoco (RSTP) work
- Config re nternet access s ng Dynam c ost Config rat on Protoco (D CP) c ents and exp a n and config re network address trans at on (NAT) on C sco ro ters
- Descr be the concepts of w re ess networks wh ch types of w re ess networks can be b t and how to se W re ess AN Contro ers (W Cs)
- Descr be network and dev ce arch tect res and ntrod ce v rt a zat on

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fication
Cert fied Network Assoc ate (CCNA)



Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Know edge of TCP/ P netwo k ng s ecommended

Capstone Exercise

CCNA exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO ENCOR

Implementing and Operating Cisco Enterprise Network Core Technologies (ENCOR)

The mp ement ng and Operat ng C sco Enterpr se Network Core echno og es (ENCOR) v1 0 course g ves students the know edge and sk s needed to configure troub eshoot and manage enterpr se w red and w re ess networks Students w a so earn to mp ement secur ty pr nc p es w th n an enterpr se network and how to over ay network des gn by us ng so ut ons such as SD Access and SD WAN

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- strate the h erarch ca network des gn mode and arch tect re s ng the access d str b t on and core ayers
- Compare and contrast the var o s hardware and software sw tch ng mechan sms and operat on
- mp ement ng nternet connect v ty w th n enterpr se s ng stat c and dynam c Network Address Trans at on (NAT)
- Descr be how APs comm n cate w th W Cs to obta n software config rat ons and centra zed management
- Config re and ver fy xtens b e A thent cat on Protoco (AP) WebA th and Pre-shared Key (PSK) w re ess c ent a thent cat on on a W C
- xp a n the se of ava ab e network ana ys s and tro b eshoot ng too s
- Config re sec re adm n strat ve access for C sco OS dev ces
- xp a n the p rpose f nct on feat res and workflow of C sco DNA Center™ Ass rance for ntent-Based Network ng for network v s b ty proact ve mon tor ng and app cat on exper ence
- Define the components and feat res of C sco SD-WAN so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP® nterpr se

CC ® nterpr se nfrastr ct re

CC nterpr se W re ess

C sco Cert fied Spec a st – nterpr se Core

Prerequisites

Bas c unde stand ng of ente p se out ng and w e ess connect v ty Python sc pt on and ente p se AN netwo k mp ementat on

Capstone Exercise

Th s cou se he ps students p epa e fo the 350-401 mp ement ng C sco® Ente p se Netwo k Co e Techno og es (ENCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Operating Cisco Security Core Technologies (SCOR)

n th s course students w master the sk s and techno og es needed to mp ement core C sco secur ty so ut ons to prov de advanced threat protect on Students w earn secur ty for networks c oud and content endpo nt protect on secure network access v s b ty and enforcement Students w get extens ve hands on exper ence dep oy ng C sco F repower Next Generat on F rewa and C sco ASA F rewa Students w get ntroductory pract ce on C sco Stea thwatch Enterpr se and C sco Stea thwatch C oud

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- mp ement access contro on the C sco ASA app ance and C sco repower Next-Generat on rewa
- Descr be and mp ement bas c ema content sec r ty feat res and f nct ons prov ded by the C sco ma Sec r ty App ance
- Descr be C sco Umbre a sec r ty capab t es dep oyment mode s po cy management and nvest gate conso e
- Descr be C sco sec re s te-to-s te connect v ty so t ons and exp a n how to dep oy C sco OS VT -based po nt-to-po nt Psec VPNs and po nt-to-po nt Psec VPN on the C sco ASA and C sco repower NG W
- Descr be and dep oy C sco sec re remote access connect v ty so t ons and descr be how to config re802 1X and AP a thent cat on
- xam ne var o s defenses on C sco dev ces that protect the contro and management p ane
- Config re and ver fy C sco OS Software ayer 2 and ayer 3 Data P ane Contro s
- Descr be C sco Stea thwatch nterpr se and Stea thwatch C o d so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Sec r ty

CC Sec r ty

C sco Cert fied Spec a st - Sec r ty Core

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) o equ va ent

Fam a ty w th Ethe net TCP/ P netwo k secu ty W ndows OS and C sco OS

Capstone Exercise

Th s cou se p epa es students fo the mp ement ng and Ope at ng C sco Secu ty Co e Techno og es (350-701 SCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Configuring Cisco Identity Services Engine (SISE)

Th s course shows students how to dep oy and use C sco® dent ty Serv ces Eng ne (SE) v2 4 Th s hands on course prov des students w th the know edge and sk s to mp ement and use C sco SE nc ud ng po cy enforcement profi ng serv ces web authent cat on and guest access serv ces BYOD endpo nt comp ance serv ces and ACACS dev ce adm n strat on Students w earn how to use C sco SE to ga n v s b ty nto what s happen ng n the network stream ne secur ty po cy management and contr bute to operat ona effic ency

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco S dep oyments nc d ng core dep oyment components and how they nteract to create a cohes ve sec r ty arch tect re
- Descr be concepts and config re components re ated to 802 1X and MAC A thent cat on Bypass (MAB) a thent cat on dent ty management and cert ficate serv ces
- Descr be how C sco S po cy sets are sed to mp ement a thent cat on and a thor zat on
- Descr be and config re C sco S profi ng serv ces and nderstand how to mon tor these serv ces to enhance yo r s t at ona awareness abo t network-connected endpo nts Descr be best pract ces for dep oy ng th s profi er serv ce n yo r spec fic env ronment
- Descr be endpo nt comp ance comp ance components post re agents post re dep oyment and cens ng and the post re serv ce n C sco S
- Descr be and config re TACACS+ dev ce adm n strat on s ng C sco S
- M grate TACACS+ f nct ona ty from C sco Sec re Access Contro System (ACS) to C sco S

Prerequisites

Fam a ty w th the C sco OS® Softwa e command-ne nte face (C) C sco AnyConnect® Secu e Mob ty C ent M c osoft W ndows OS and 802 1X

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SSNGFW

Securing Networks with Cisco Firepower Next-Generation Firewall (SSNGFW)

Th s course ntroduces the features of C sco F repower Threat Defense nc ud ng VPN configurat on traffic contro NA configurat on SSL decrypt on and advanced NGFW and NG PS tun ng and configurat on Students w earn how to use and configure C sco F repower Threat Defense techno ogy beg nn ng w th n t a dev ce setup and configurat on The course w then exp ore how to mp ement advanced Next Generat on F rewa (NGFW) and Next Generat on ntrus on Prevent on System (NG PS) features Students w a so earn how to configure s te to s te VPN remote access VPN and SSL decrypt on

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be key concepts of NG PS and NG W techno ogy and the C sco repower Threat Defense system and dent fy dep oyment scenar os
- Perform n t a repower Threat Defense dev ce config rat on and set p tasks
- Descr be how to manage traffic and mp ement Q a ty of Serv ce (QoS) s ng C sco repower Threat Defense
- Perform an n t a network d scovery s ng C sco repower to dent fy hosts app cat ons and serv ces
- Descr be the behav or sage and mp ementat on proced re for access contro po c es
- Descr be C sco AMP for Networks and the proced res for mp ement ng fi e contro and Advanced Ma ware Protect on
- mp ement and manage ntr s on po c es
- Descr be and config re a remote-access SS VPN that ses C sco AnyConnect
- Descr be SS decrypt on capab t es and sage

Prerequisites

Techn ca unde stand ng of TCP/ P netwo k ng and netwo k a ch tectu e

Bas c fam a ty w th fi ewa VPN and PS concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DEVASC

Developing Applications and Automating Workflows Using Cisco Core Platforms (DEVASC)

The Deve op ng App cat ons and Automat ng Workflows Us ng C sco P atforms (DEVASC) v1 0 course he ps students prepare for the C sco® DevNet Assoc ate cert fcat on and for assoc ate eve network automat on eng neer ro es Students w earn how to mp ement bas c network app cat ons us ng C sco p atforms as a base and how to mp ement automat on workflows across network secur ty co aborat on and comput ng nfrastructure The course g ves students hands on exper ence so v ng rea wor d prob ems us ng C sco App cat on Programm ng nterfaces (AP s) and modern deve opment too s

5 5-day course

Cha enge eve 4

48 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the mportance of AP s and se of vers on contro too s n modern software deve opment
- Descr be TTP concepts and how they app y to network-based AP s
- App y Representat ona State Transfer (R ST) concepts to ntegrat on w th TTP-based AP s
- Descr be programmab ty feat res of d fferent C sco p atforms
- Descr be bas c network ng concepts and nterpret s mp e network topo ogy
- Descr be nteract on of app cat ons w th the network and too s sed for tro b eshoot ng ss es
- App y concepts of mode -dr ven programmab ty to a tomate common tasks w th Python scr pts
- dent fy common app cat on dep oyment mode s and components n the deve opment p pe ne
- Descr be common sec r ty concerns and types of tests and t ze conta ner zat on for oca deve opment
- Ut ze too s to a tomate nfrastr ct re thro gh scr pt ng and mode - dr ven programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

C sco DevNet Assoc ate

Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Hands-on expe ence w th a p og amm ng anguage (spec fica y Python)

Capstone Exercise

DevNet Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC T

Troubleshooting Cisco Data Center Infrastructure (DCIT)

The roub eshoot ng C sco Data Center nfrastructure (DC) v7 0 course shows students how to troub eshoot LAN SAN C sco Data Center Un fied Fabr c C sco Un fied Comput ng System (UCS) and C sco App cat on Centr c nfrastructure (AC) Students w earn methodo og es and too s to dent fy ssues that may occur n data center network arch tecture Students w get extens ve hands on pract ce troub eshoot ng nsta at on configurat on and nterconnect v ty ssues on C sco MDS sw tches C sco Nexus sw tches C sco Fabr c Extenders (FEXs) C sco UCS C sco AC and more

5 5-day course

4 Cha enge eve 4

50 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy and reso ve ss es that are re ated to V ANs and PV ANs
- port channe s and v rt a port channe s OTV and VX AN
- Tro b eshoot ro t ng protoco s s ch as OSP GRP and P M
- dent fy and reso ve bre Channe sw tch ng ss es when the C sco NX-OS Software s sed n sw tched mode and n NPV mode
- dent fy and reso ve ss es that are re ated to P and Co
- Descr be C sco UCS config rat on and tro b eshoot re ated ss es
- Descr be C sco MC too s for va dat ng performance and fac tat ng data-gather ng act v t es for C sco UCSC-Ser es server tro b eshoot ng and the tro b eshoot ng approach for hardware and firmware fa res
- Define the proper proced res for config r ng AN and SAN connect v ty avo d ng ss es w th the V C and tro b eshoot ng connect v ty ss es
- Tro b eshoot C sco UCS C-Ser es server ntegrat on w th C sco UCS Manager
- Descr be how to tro b eshoot a tomat on scr pt ng too s and programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st - Data Center Operat ons



Prerequisites

Ab ty to configu e secu e and ma nta n AN and SAN-based on C sco Nexus and MDS sw tches C sco Un fied Comput ng System and C sco AC

Capstone Exercise

Th s cou se p epa es students fo the T oub eshoot ng C sco Data Cente nf ast uctu e (300-615 DC T) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

CompTIA

COMPTIA T A 201

CompTIA Security+

The Offic a Comp A Secur ty Student Gu de (SY0 601) has been deve oped for the Comp A® cert ficat on cand date Th s course prov des the know edge and sk s requ red to assess the secur ty posture of an enterpr se env ronment and recommend and mp ement appropr ate secur ty so ut ons mon tor and secure hybr d env ronments operate w th an awareness of app cab e aws and po c es and dent fy and respond to secur ty nc dents

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Compa e secu ty o es and cont o s
- Exp a n va ous th eat acto s vecto s and nte gence sou ces
- Compa e and cont ast types of soc a eng nee ng and ma wa e techn ques
- mp ement authent cat on and autho zat on so ut ons dent ty and account management cont o s secu e netwo k des gns and netwo k secu ty app ances
- D ffe ent ate sk management concepts
- Dete m ne the mpo tance of cybe secu ty es ence and phys ca secu ty cont o s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A Secu ty+



Prerequisites

Bas c W ndows use sk s and an unde stand ng of compute and netwo k ng concepts

Expe ence n netwo k ng nc ud ng configu ng secu ty pa amete s

Capstone Exercise

CompT A Secu ty+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$2 850
ea n ng C ed ts	3

COMPTIA T A 300

CompTIA Advanced Security Practitioner (CASP+)

Comp A® Advanced Secur ty Pract t oner (CASP) a ows app cat on of cr t ca th nk ng and judgment across a broad spectrum of secur ty d sc p nes t proposes and mp ements susta nab e secur ty so ut ons that map to organ zat ona strateg es and trans ate bus ness needs nto secur ty requ rements t supports governance r sk management secur ty arch tecture nc dent response and more Th s course prov des the nformat on and act v t es to deve op that needed sk set to confident y perform as an advanced secur ty pract t oner

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Suppo t T gove nance n the ente p se w th an emphas s on manag ng sk
- Secu e the ente p se th ough esea ch and ana ys s
- nteg ate advanced authent cat on and autho zat on techn ques
- mp ement secu ty cont o s fo hosts and mob e dev ce as we as the netwo k secu ty
- Exam ne secu ty n the systems and softwa e deve opment fecyc e
- nteg ate hosts sto age netwo ks app cat ons v tua env onments and c oud techno og es n a secu e ente p se a ch tectu e

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CASP+

Prerequisites

Foundat ona know edge of dent ty and access management (AM) c yptog aphy compute netwo k ng and common secu ty techno og es used to safegua d the ente p se

Capstone Exercise

CompT A CASP+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4

COMPTIA T A 301

CompTIA Cyber Security Analyst (CySA+)

Comp A Cyber Secur ty Ana yst (CySA) covers the dut es of cybersecur ty ana ysts who are respons b e for mon tor ng and detect ng secur ty nc dents and for execut ng a proper response to such nc dents The course ntroduces too s and tact cs to manage cybersecur ty r sks dent fy var ous types of common threats eva uate the organ zat on s secur ty co ect and ana yze cybersecur ty nte gence and hand e nc dents as they occur U t mate y the course promotes a comprehens ve approach to secur ty a med toward those on the front nes of defense

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Assess nfo mat on secu ty sk n comput ng and netwo k env onments
- Exam ne econna ssance th eats to comput ng and netwo k env onments
- nvest gate attacks and ana yze post-attack on comput ng and netwo k env onments
- mp ement a vu ne ab ty management p og am
- Assess data co ected f om secu ty and event ogs and pe fo m act ve ana ys s on assets and netwo ks and espond and nvest gate cybe secu ty nc dents

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CySA+

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

CompT A CySA+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

EC-Council

EC-COUNCIL ECC 200

EC-Council Certified Network Defender (CND)

Cert fied Network Defender (CND) s des gned to he p profess ona s p ay an act ve ro e n protect ng d g ta bus ness assets Th s course equ ps students to detect and respond to cyberthreats wh e everag ng threat nte gence to pred ct them Th s course s des gned to he p organ zat ons create and dep oy comprehens ve network defense systems The program prepares network adm n strators to dent fy what areas need to be rev ewed and tested for secur ty vu nerab t es and how to reduce prevent and m t gate r sks n the network

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze netwo k secu ty management po c es and p ocedu es
- App y data secu ty techn ques
- Dep oy sk assessment too s
- Recogn ze the nd cato s of comp om se attack and exposu es (oC oA oE)
- Estab sh netwo k authent cat on autho zat on and account ng (AAA)

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CND ce t ficat on exam

Prerequisites

Bas c netwo k and host ope at ons know edge

Expe ence commensu ate w th one to five yea s of netwo k host o app cat on adm n st at on

Capstone Exercise

CND exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 201

EC-Council Certified Ethical Hacker (CEH)

The Cert fied Eth ca acker (CE) prov des an n depth understand ng of eth ca hack ng phases var ous attack vectors and prevent ve countermeasures t teaches students how hackers th nk and act so that they are better pos t oned to set up secur ty nfrastructure and defend aga nst future attacks CE s very hands on and systemat ca y wa ks across every eth ca hack ng doma n and methodo ogy equ pp ng students w th the know edge and sk s needed to perform the job of an eth ca hacker

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Demonst ate an unde stand ng of attack vecto s
- Emp oy the app op ate too s and techn ques to effect ve y find exp o t ga n access and p vot on/th ough ta get hosts and netwo ks
- Conduct a va ety of web se ve and web app cat on attacks nc ud ng d ecto y t ave sa pa amete tampe ng XSS etc
- Pe fo m SQ nject on attacks and va ous types of c yptog aphy attacks
- mp ement a vu ne ab ty ana ys s to dent fy secu ty oopho es n a ta get o gan zat on s netwo k commun cat on nf ast uctu e end systems etc

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CEH ce t ficat on exam



Prerequisites

M n mum two yea s of T secu ty expe ence

A st ong wo k ng know edge of TCP/ P

Secu ty+ P ep Cou se s h gh y ecommended

Capstone Exercise

CEH exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 202

EC-Council Computer Hacking Forensic Investigator (CHFI)

The Computer ack ng Forens c nvest gator (C F) course covers major forens c nvest gat on scenar os t prov des a hands on exper ence for the forens c nvest gat on techn ques and standard too s necessary to successfu y carry out a computer forens c nvest gat on Th s course he ps students to exce n d g ta ev dence acqu s t on hand ng and ana ys s n a forens ca y sound manner Acceptab e n a court of aw these sk s w ead to successfu prosecut ons n var ous types of secur ty nc dents such as data breaches corporate esp onage ns der threats and other cases nvo v ng computer systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp a n the compute fo ens c nvest gat on p ocess and the va ous ega ssues nvo ved
- Pe fo m ev dence sea ch ng se z ng and acqu s t on methodo og es n a ega y and fo ens ca y sound manne
- Co ect data us ng fo ens c techno ogy methods n acco dance w th ev dence hand ng p ocedu es
- D ffe ent ate between the types of d g ta ev dence u es of ev dence d g ta ev dence exam nat on p ocess and e ect on c c me and d g ta ev dence cons de at on by c me catego y

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CHF ce t ficat on exam

EC-Council CERTIFIED C|HFI

Prerequisites

None

Capstone Exercise

CHF exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

(ISC)²

(ISC)² SC 200

Certified Information Systems Security Professional (CISSP)

(SC)² s Cert fied nformat on Systems Secur ty Profess ona (C SSP) course s a comprehens ve rev ew of nformat on secur ty concepts and ndustry best pract ces Th s course covers the e ght doma ns of the offic a C SSP CBK (Common Body of Know edge) Students w ga n know edge n nformat on secur ty that w ncrease the r ab ty to successfu y mp ement and manage secur ty programs n any organ zat on or government ent ty

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y concepts of confident a ty nteg ty ava ab ty and secu ty gove nance p nc p es and comp ance
- A gn ove a o gan zat ona ope at ona goa s w th secu ty funct ons and mp ementat ons
- App y app op ate secu ty cont o s and counte measu es to opt m ze an o gan zat on s ope at on funct on and capac ty wh e m t gat ng sk
- Assess nfo mat on systems sks to an o gan zat on s ope at ona endeavo s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the C SSP exam

CISSP®

Prerequisites

C SSP cand dates must meet spec fic equ ements as estab shed by (SC)²

Capstone Exercise

C SSP exam (opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Palo Alto Networks

PALO ALTO NETWORKS EDU 210

Firewall Essentials: Configuration and Management

F rewa Essent a s Configurat on and Management s a five day nstructor ed course that w enhance students understand ng of how to configure and manage Pa o A to Networks Next Generat on F rewa s The course nc udes hands on exper ence configur ng manag ng and mon tor ng a firewa n a ab env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e and manage the essent a featu es of Pa o A to Netwo ks Next-Gene at on F ewa s
- Configu e and manage Secu ty and NAT po c es to enab e app oved t affic to and f om zones
- Configu e and manage Th eat P event on st ateg es to b ock t affic f om known and unknown P add esses doma ns and UR s
- Mon to netwo k t affic us ng the nte act ve web nte face and fi ewa epo ts

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the PCNSA ce t ficat on exam

paloalto PCNSA

Prerequisites

Bas c fam a ty w th common netwo k ng and secu ty concepts

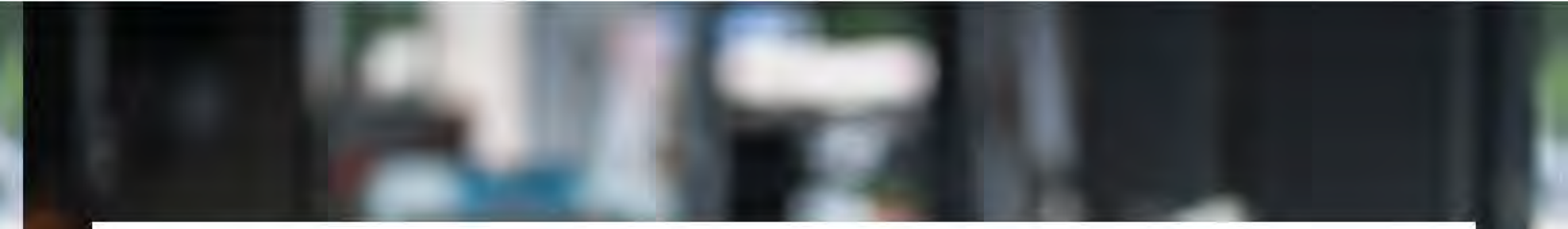
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 220

Panorama: Managing Firewalls at Scale

Pa o A to Panorama Manag ng F rewa s at Sca e s a two day nstructor ed course that he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators that comp ete th s course w become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Students w be shown how to use Panorama aggregated report ng to get a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

2 2-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to configu e and manage the next-gene at on Pano ama management se ve
- Ga n expe ence configu ng temp ates (nc ud ng temp ate va ab es) and dev ce g oups
- Ga n expe ence w th adm n st at on og co ect on and ogg ng and epo t ng
- Become fam a w th p ann ng and des gn cons de at ons fo Pano ama dep oyment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Bas c know edge of netwo k ng concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 330

Firewall: Troubleshooting

F rewa roub eshoot ng s a three day nstructor ed course that w enhance students understand ng of how to troub eshoot the configurat on and operat on of the fu ne of Pa o A to Networks Next Generat on F rewa s Comp et on of th s c ass w he p students deve op an n depth know edge of how to troub eshoot v s b ty and contro over app cat ons users and content

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use fi ewa too s nc ud ng the C to nvest gate netwo k ng ssues
- Fo ow p oven t oub eshoot ng methodo og es that a e spec fic to nd v dua featu es
- Ana yze advanced ogs to eso ve va ous ea - fe scena os
- So ve advanced scena o-based cha enges

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

St ong p act ca know edge of netwo k secu ty concepts

S x months of on-the-job expe ence w th Pa o A to Netwo ks fi ewa s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 238

Prisma SD-WAN: Design and Operation

The Pa o A to Networks Pr sma SD WAN Des gn and Operat on course descr bes the next generat on Pr sma SD WAN so ut on ts capab ty and the va ue t prov des over egacy WAN and SD WAN mp ementat ons The five day nstructor ed course a so covers how to configure operate and troub eshoot the so ut on Th s course s ntended for peop e who must configure ma nta n and use w de area networks from data centers to branches to the c oud

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Enhance you unde stand ng of how to des gn mp ement and effect ve y ope ate a P sma SD-WAN so ut on
- Configu e P sma SD-WAN w th a b anch and data cente
- Configu e and mp ement po c es
- Use P sma SD-WAN se v ces

Prerequisites

1+ yea of netwo k ng expe ence

Fam a ty w th mon to ng too s ke veAct on and Sp unk

Expe ence w th DNS DHCP and P Management Too s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 318

Prisma Access SASE Security: Design and Operation

Pa o A to Networks Pr sma Access SASE Secur ty Des gn and Operat on s a four day nstructor ed course that w he p students enhance the r understand ng of how to better protect app cat ons remote networks and mob e users us ng Pr sma Access Secure Access Serv ce Edge (SASE) mp ementat on Students w get hands on exper ence configur ng manag ng and troub eshoot ng Pr sma Access n a ab env ronment

4 4-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to use P sma Access SASE Secu ty to bette p otect you app cat ons emote netwo ks and mob e use s
- Ga n hands-on expe ence configu ng manag ng and t oub eshoot ng P sma Access n a ab env onment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210) and Pano ama Manag ng F ewa s at Sca e cou se (EDU-220) o have equ va ent expe ence

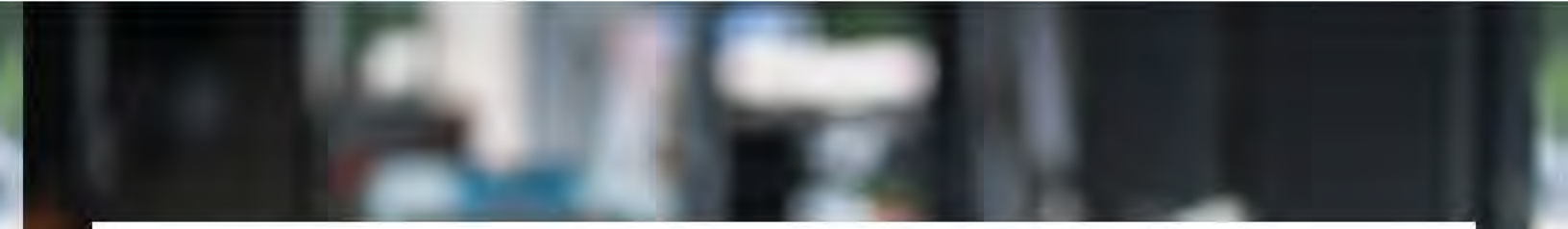
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 260

Cortex XDR: Prevention and Deployment

The Pa o A to Networks Cortex XDR Prevent on and Dep oyment course he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators who comp ete th s course shou d become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Network profess ona s w be shown how to use Panorama aggregated report ng to prov de themse ves w th a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be the a ch tectu e and components of the Co tex XDR fam y
- Wo k w th the Co tex XDR management conso e
- C eate Co tex XDR agent nsta at on packages endpo nt g oups and po c es
- C eate and manage exp o t and ma wa e p event on p ofi es
- nvest gate a e ts and p o t ze them us ng sta ng and exc us on po c es
- Unde stand Co tex XDR dep oyment concepts and act vat on equ ements
- Pe fo m and t ack esponse act ons n the Act on Cente

Prerequisites

Fam a ty w th bas c netwo k ng concepts

Recommended comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 262

Cortex XDR: Investigation and Response

Pa o A to Networks Cortex XDR nvest gat on and Response s a two day nstructor ed course that teaches students how to use the nc dents pages of the Cortex XDR management conso e to nvest gate attacks t exp a ns causa ty cha ns detectors n the Ana yt cs Eng ne a erts versus ogs og st tch ng and the concepts of causa ty and ana yt cs

2 2-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate and manage on-demand and schedu ed sea ch que es n the Que y Cente
- D ffe ent ate the a ch tectu e and components of Co tex XDR and ea n to nvest gate and manage nc dents
- Wo k w th Co tex XDR P o act ons such as emote sc pt execut on
- C eate and manage the Co tex XDR u es B OC and OC
- Wo k w th Co tex XDR assets and nvento es
- W te XQ que es to sea ch data sets and v sua ze the esu t sets

Prerequisites

Comp et on of Co tex XDR P event on and Dep oyment (EDU-260)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 380

Cortex XSOAR: Automation and Orchestration

Pa o A to Networks Cortex XSOAR Automat on and Orchestrat on s a four day nstructor ed course that enab es a SOC CER CS R or SOAR eng neer to start work ng w th Cortex XSOAR ntegrat ons p aybooks nc dent page ayouts and other system features to fac tate resource orchestrat on process automat on case management and ana yst workflow

4 4-day course

5 Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e nteg at ons c eate tasks and deve op p aybooks
- Bu d nc dent ayouts that enab e ana ysts to t age and nvest gate nc dents effic ent y
- dent fy how to catego ze event nfo mat on and map that nfo mat on to d sp ay fie ds
- Deve op automat ons manage content nd cato data and a t fact sto es schedu e jobs o gan ze use s and use o es ove see case management and foste co abo at on

Prerequisites

Comp et on of the Co tex XSOAR Ana yst d g ta ea n ng

Python and JavaSc pt know edge s usefu but not equ ed

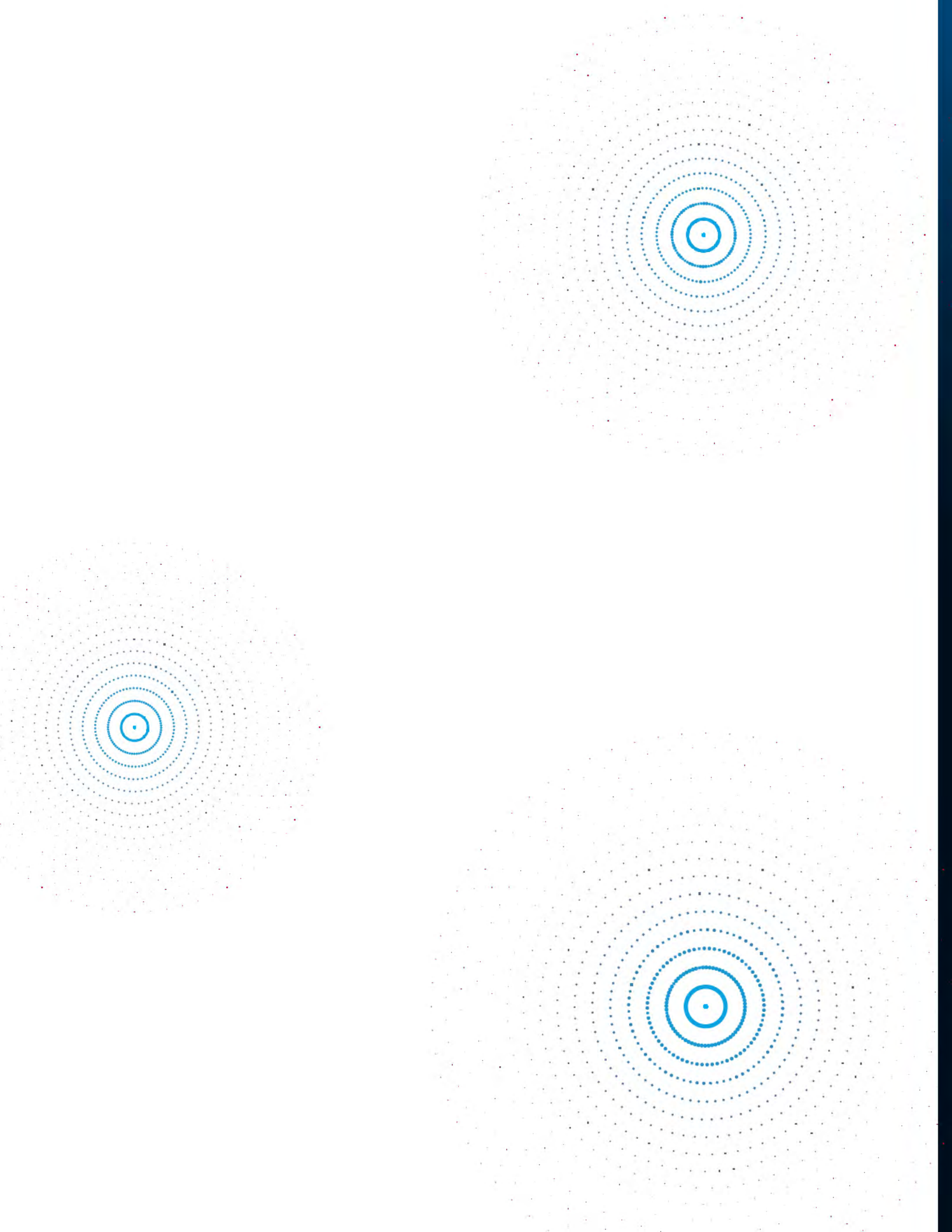
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e





FOCAL POINT

ACADEMY

A CDW COMPANY

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EXHIBIT 5 – RETURN POLICY

Firms Method and Approach

Question 13.e. State any return and restocking policy, and any fees, if applicable associated with returns.

The following 3 pages contain CDW's full return policy.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

CDW PRODUCT RETURN POLICY

Seller offers a 30-day return policy on most products sold. Manufacturer restrictions apply to certain merchandise, as detailed below and as updated from time to time. Customer may obtain additional details and any applicable updates from the dedicated Seller account manager and may obtain manufacturer contact information by contacting CDW Customer Relations, which may be reached by calling 866.SVC.4CDW or by emailing returns@cdw.com.

1. Return Restrictions.

- Defective Product Returns. Customer may return most *defective* Products directly to Seller within fifteen (15) days of invoice date and receive, at Seller's option, credit, replacement, exchange, or repair. After fifteen (15) days, only the manufacturer warranty applies.

- Non-Defective Product Returns. Customer may return most *non-defective* Products directly to Seller within thirty (30) days of invoice date and receive, at Customer's option, credit or exchange, except that an automatic Seller restocking charge will reduce the value of any such credit or exchange by a minimum of fifteen percent (15%).

- Restricted, Repair-Only Returns. Certain Products can only be returned for repair—not for exchange, replacement or credit—based on current manufacturer requirements. Such Products should be returned to Seller, shipped directly to the manufacturer, or taken to an authorized service center in Customer's vicinity. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Restricted, Manufacturer-Only Assistance. Certain Products cannot be returned to Seller for any reason—without exception—and Customer must contact the manufacturer directly for any needed assistance. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Special Orders. Products that are specially ordered may be non-returnable or may have unique return restrictions provided at the time of sale. More information may be provided by the dedicated Seller account manager or by CDW Customer Relations.

- Return of Software or DVDs. Seller offers refunds only for unopened, undamaged software and DVD movies that are returned within 30 days of invoice date. Seller offers *only replacement* for software products and DVD movies that either: (i) are defective but are returned *within* thirty (30) days of invoice date; or (ii) are unopened and undamaged, but are returned *more than* 30 days after invoice date; such replaceable merchandise may be exchanged only for the same software or DVD movie title. Multiple software licenses may be returned for refund or exchange *only* (i) if specifically authorized in advance by the manufacturer; *and* (ii) if returned *within* thirty (30) days of invoice date.

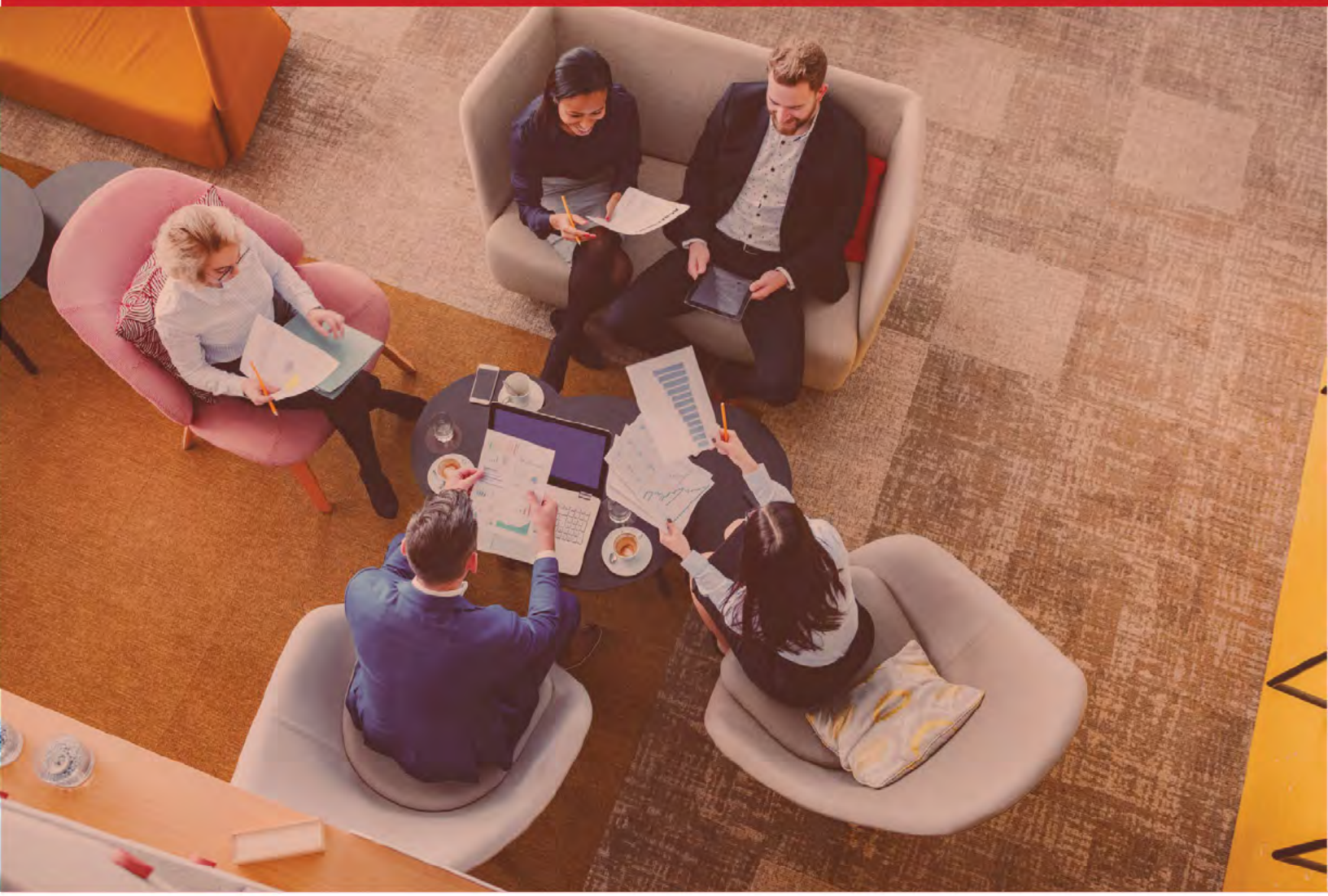
2. Customer Shipment of Returned Merchandise.

- Return Merchandise Authorization (RMA) Number. No returns of any type will be accepted by Seller unless accompanied by a unique RMA number, which Customer may obtain by providing the following information to CDW Customer Relations: customer name, applicable invoice number, product serial number, and details of Customer's issue with the product. Customer has five (5) days to return a Product after the applicable RMA is issued. CDW reserves the right to refuse any UNAUTHORIZED returns: those that occur after the five (5) day period or those involving Products that are unaccompanied by valid RMA's.

- Returned Products Must Be Complete. All Products *MUST BE* returned one hundred percent (100%) complete, including all original boxes, packing materials, manuals, blank warranty cards, and other accessories provided by the manufacturer. CDW reserves the right to refuse the return of incomplete Products. In addition, CDW will charge a minimum fifteen percent (15%) restocking fee for returns that are accepted.

- Responsibility for Shipping Costs. Customer is responsible for the cost of shipping returned items; Seller is responsible for the cost of shipping replacements or exchanges of returned items and will match Customer's shipping method.

- Customer Shipping Insurance. Customer is strongly advised to purchase full insurance to cover loss and damage in transit for shipments of returned items and to use a carrier and shipping method that provide proof of delivery. Seller is not responsible for loss during such shipment.



TAB E
PRICE INFORMATION

PRICE INFORMATION QUESTIONS

Price Information completed and included. Should be saved as Excel and PDF.

Pricing information is provided below.

National Discount Off List Price

A. Propose a national discount off list price pricing structure. These are the minimum discounts Supplier will offer to Participating Agencies.

CDW•G is pleased to offer the City of Mesa and OMNIA Partners Participating Public Agencies a discount off CDW•G Nationally Advertised Pricing (NAP) structure for all Products in Attachment A. The percentages represent the minimum discounts the City of Mesa and OMNIA Partners Participating Public Agencies will benefit from for the duration of the contract. On a case-by-case basis and for large rollouts/projects, CDW•G will work with OMNIA Partners Participating Public Agencies to provide deeper discounts.

The benefit of using CDW•G's NAP is that it is a publicly available (24/7) and verifiable price schedule, and you can feel confident that its pricing is both up-to-date and competitive.

We have continued to see the technology solutions evolve and OMNIA Partners Participating Public Agencies' diverse needs change. Cloud offerings are constantly evolving and increasingly complex, with a range of subscription and consumption-based offerings, SaaS, IaaS, PaaS, among others. CDW•G's pricing is based on Discount 0% off MSRP where available to CDW•G. In cases where MSRP pricing is not available and/or the offering is unique, pricing will be based on CDW•G invoiced price. This structure provides the necessary flexibility to enable the City of Mesa and OMNIA Partners Participating Public Agencies to make purchases of offerings, as cloud offerings evolve, through the life of our contract.

For Services under group 11, we have included rate cards with hourly rates. For group 12 and other specialized offerings not specifically contemplated in this RFP but existing under the scope of Technology offerings, CDW•G and OMNIA Partners Participating Public Agencies will mutually agree upon/execute document, such as a Statement of Work (SOW), and pricing will be based on CDW•G invoice.

Prices include lowest ground freight within the 48 contiguous United States when referencing this Agreement. All orders are subject to CDW•G's standard shipping policies in effect at the time of order placement. In those instances that call for express or overnight delivery, shipping costs will be pre-paid by CDW•G and added to the customer invoice.

Our offer is based on our response submitted on December 20, 2023, to the exceptions outlined in Exhibit A, Response for National Cooperative Contract and Exhibit B, Administration Agreement, Example.

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Catalog or Index

B. Describe the catalog or index that discounts will be taken.

CDW•G publishes, maintains, and provides access to NAP at www.cdwg.com available 24/7. The single most important parameter in a price model is the reference point from which discounts are calculated.

Competitive Price Analysis

The City and OMNIA Partners Participating Public Agencies can trust that the pricing is competitive with other large-scale contracts. As stated above, by tying your pricing to the CDW•G's NAP reference point, we ensure real-time market-based competitive pricing for purchases over the life of the agreement. To ensure our competitiveness, CDW•G monitors competitive pricing, market trends, supply chain forecasts, and a holistic view of the IT marketplace to ensure our NAP pricing benefits the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G's proprietary technologies along with dedicated pricing experts ensure CDW•G's NAP pricing is adjusted to be price competitive.

Manufacturer Pricing

C. Describe any special manufacturer pricing available to Participating Agencies.

CDW•G's catalog offers access to all manufacturers. As a $25 billion solution provider, we have strong partnerships with the largest and most innovative manufacturers. This ensures our NAP pricing for all the manufacturers is inclusive of our economies of scale, relationship, and position in the marketplace. For specific scenarios, such as large volume purchases/projects, CDW•G will work with the manufacturers to secure deeper discounts. Analyzing the purchase history of the City of Mesa and OMNIA Partners Participating Public Agencies, we are confident in our ability to continue to work with your preferred manufacturers to provide a competitive offering through the life of the contract.

Special/Large Order Pricing

D. Describe any special large order or large customer pricing or additional discounts available to Participating Agencies.

CDW•G has worked with numerous OMNIA Partners Participating Public Agencies during the current contract to obtain deeper discounts and account for budget constraints. In addition, we take advantage of manufacturer promotions, and volume purchases to provide maximum benefit to the City of Mesa and the OMNIA Partners Participating Public Agencies.

Additional Discounts

E. Describe any products offered by Supplier that are not captured in the pricing matrix below. Describe how Supplier proposes to price those items.

As technology offerings are constantly evolving, and becoming increasingly complex, specialized requirements not contemplated under this RFP, will be identified in a Statement of Work or similar document(s) and mutually agreed/executed between CDW•G and OMNIA Partners Participating Public Agencies. The pricing will be determined based on CDW•G invoiced price.

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STATEMENT OF WORK SAMPLE

Services requiring a specific Statement of Work (SoW) must be mutually executed between the customer and CDW•G before work begins. We have provided a sample SoW in the following 3 pages.

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STATEMENT OF WORK

Project Name:		**Seller Representative:**
Customer Name:		
CDW Affiliate:		
		Sol n Arch ct:
SOW Created Date:		
Version:		**Drafted By**

This statement of work ("**Statement of Work**" or "**SOW**") is mad nd enter into on last dat at this SOW is fully executed as set forth below ("**SOW Effective Date**") by and b een the und igned, [CDW A liate] ("**Provider**," and "**Seller**,") and [Customer Name] ("**Customer**," and "**Client**

This SOW shall be governed by that certain [Govern Agreemen] between [CDW Affiliate] and [Customer Name], dated [Governing Agreement Date] (the "**Agr em nt**"). If the is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly am nd in this SO y specific reference to the Agreement. References in the Agreement to a SOW or a Work Orde pply this SOW

PROJECT SCOPE

SERVICE DESCRIPTION

GENERAL RESPON BIL IES AND ASS MPTIONS

- Customer is respon ble for pro ll access that is reasonably necessary to assist and accommodate Seller's performance of the vices
- Cust r will provid vance and in writing, and Seller will follow, all applicable Customer's facility's safety nd security rules and p cedures.
- Customer is responsible security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipmen n sole as a result of Seller's gross negligence and willful misconduct.
- Thi W can be t minated by either party without cause upon at least fourteen (14) days' advance written notice.

CONTACT PERS NS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

SAMPLE

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller nerally in the rm provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scop d will be ad ssed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Ord nd those set fo in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully exe d Chan Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will to her deve timelin for an an pated schedule ("**Anticipated Schedule**") based on Seller's project manageme methodology Any dates, dl s, timelines or schedules contained in the Anticipated Schedule, in this SOW or other e, are estimate nly, and the P ties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees** nclude bo es for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in th Expe s section (**Expenses**").

SERVICES FEES

EXPENSES

CUSTOMER DESI NATE LOCATI NS

Seller will provide Services nefiting loc specified on the attached Exhibit ("**Customer-Designated Locations**").

PROJE T S ECIFIC T RMS

SAMPLE

SIGNATURES

In acknowledgement that the parties below have read and understood this Statement of Work and agree to be bound by it, each party has caused this Statement of Work to be signed and transferred by its respective authorized representative.

This SOW and any Change Order may be signed in separate counterparts, each of which shall be deemed an original and all of which together will be deemed to be one original. Electronic signatures on this SOW or on any Change Order (or copies of signatures sent via electronic means) are the equivalent of handwritten signatures.

[CDW Affiliate Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Address:

[Affiliate Address line 1]

[Affiliate Address line 2]

[Customer Name]

By:_____

Name:_____

Title:_____

Date: _____

Mailing Addre

eet:_____

City/ST/ZI _____

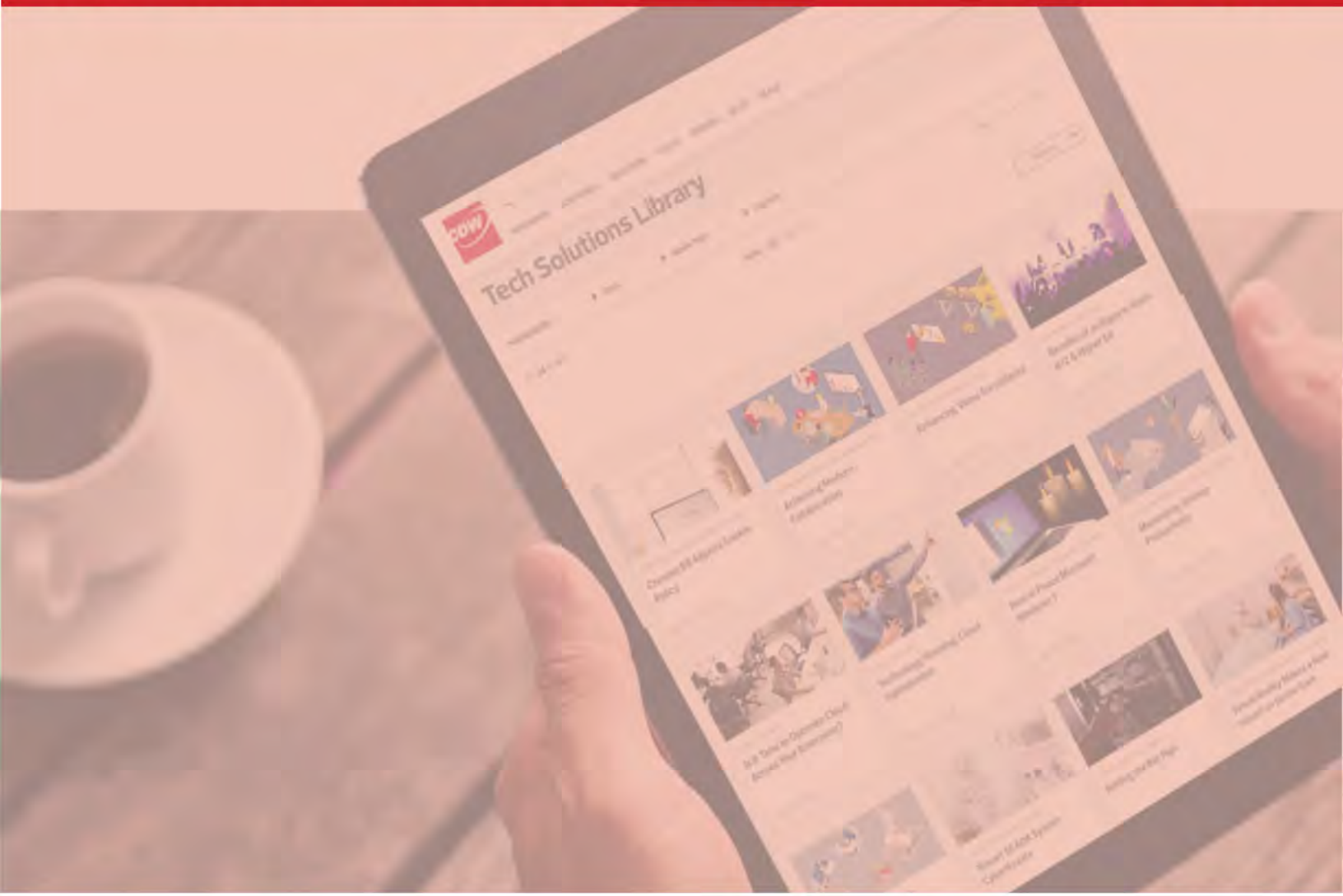
EXHIBIT _

CUSTOMER-DESIGNATED LO ATIONS

Seller will provide Servic b iting the followin ocations ("**Customer-Designated Locations**").

Location(s)

SAMPLE



TAB F
OMNIA PARTNERS' DOCUMENTS & REQUIRED RESPONSE FORMS

3.1 COMPANY

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

History

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

About CDW•G

Founded in 1984, CDW LLC (CDW) is a leading provider of technology solutions to over 250,000 customers composed of small-, medium-, and large-sized public and private entities. CDW Government LLC (CDW•G) is a wholly owned subsidiary of CDW, incorporated in 1998 to address the specific needs of our government, education, and healthcare customers. As such, we have been providing similar products and services for nearly 40 years. Our broad array of products and services ranges from hardware and software to integrated IT solutions such as security, cloud, hybrid infrastructure, and digital experience.



Figure 11. US Office Locations

Our unique company structure provides the City of Mesa and OMNIA Partners with products and services only a large national reseller can provide, combined with a local presence typical of a small business. Account Teams are segmented by agency type, Education (K-12/Higher Ed), or Government, and by region. To provide the City of Mesa and OMNIA Partners with one contact who is knowledgeable of every nuance of their organization, every customer has a dedicated CDW•G Account Manager as your primary point of contact. Customers in the largest markets also have the support of a local Advanced Technology Account Executive (ATAE) in the field.

CDW•G is one of the largest technology solution providers in the US, currently carrying more than 100,000 name-brand technology products from over 1,100 leading IT manufacturers and software publishers. We have a large original equipment manufacturer (OEM) and software publisher presence in our offices across the country and are strategically supported in the field with our Advanced Technology Account Executives. CDW•G delivers more than just products; we deliver IT solutions and services in a manner consistent with procurement guidelines and the City of Mesa and OMNIA Partners Participating Public Agencies' preferences. With subject matter experts to advise on the right IT solutions and the purchasing avenues to accommodate efficient and seamless procurement, CDW•G offers flexibility in how customers engage with and buy from us. We pride ourselves on our innovation and a ceaseless desire to deliver an excellent customer experience.

We have over 15 years of experience managing OMNIA agreements. Through our contract management capabilities and nationwide state, local, and education (SLED) sales force, we have successfully expanded contracts and member utilization rates. We hold 3 master

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agreements, which include Region 4 ESC – TX - Technology Solutions, Products and Services, City of Mesa - Information Technology Solutions & Services, and Region 4 ESC – TX – Total Cloud Solutions. Additionally, we maintain ongoing strategic cadences with OMNIA Partners to drive contract utilization through enablement and marketing activities. Under our existing contract with the City of Mesa and OMNIA Partners, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Local Focus and National Presence

Our customers are the center of all we do at CDW•G and the fuel behind our initiatives, solutions, and services. Part of our dedication to our customers is a sales and service force best suited to the needs of customers. With a local presence and national reach throughout the US, our team is ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies. We have coworkers in offices and remote locations in or near every major city in the US.

Cooperative Experience

Not only is our sales force well-versed in growing contracts, but they are also experienced in promoting cooperative contracts. We believe the contract structure that the City of Mesa and OMNIA Partners offer, combined with our expertise in promoting dynamic procurement solutions with our broad customer ecosystem, offer a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that government agencies often encounter.

Additionally, CDW•G's Program Management Team is singularly devoted to managing contracts. Its responsibilities are separate from those held by account managers. Members of the Program Management Team work full-time to maintain contract compliance, reporting requirements, and administer contract procedures, including contract launch. CDW•G invests in these resources based on our understanding that contracts are complex commitments. We look forward to the possibility of continuing to work with the City of Mesa and OMNIA Partners Participating Public Agencies to apply best practices and lessons learned from our cooperative experience to further this evolution.

National Salesforce

B. Total number and location of salespersons employed by Supplier.

CDW•G currently employs more than 15,000 coworkers globally, with 51 different locations nationwide. Located across the US, CDW•G has more than 1,500 Account Managers and Advanced Technology Account Executives forming Account Teams segmented into four verticals: Higher Education, K-12 Education, Federal Government, and State and Local Government. Below, the City of Mesa and OMNIA Partners Participating Public Agencies can find visuals to how CDW and CDW•G's State and Local Government (SLG), K-12 Education, Higher Education (Higher Ed), Healthcare, and Federal sales teams are regionalized across the US.

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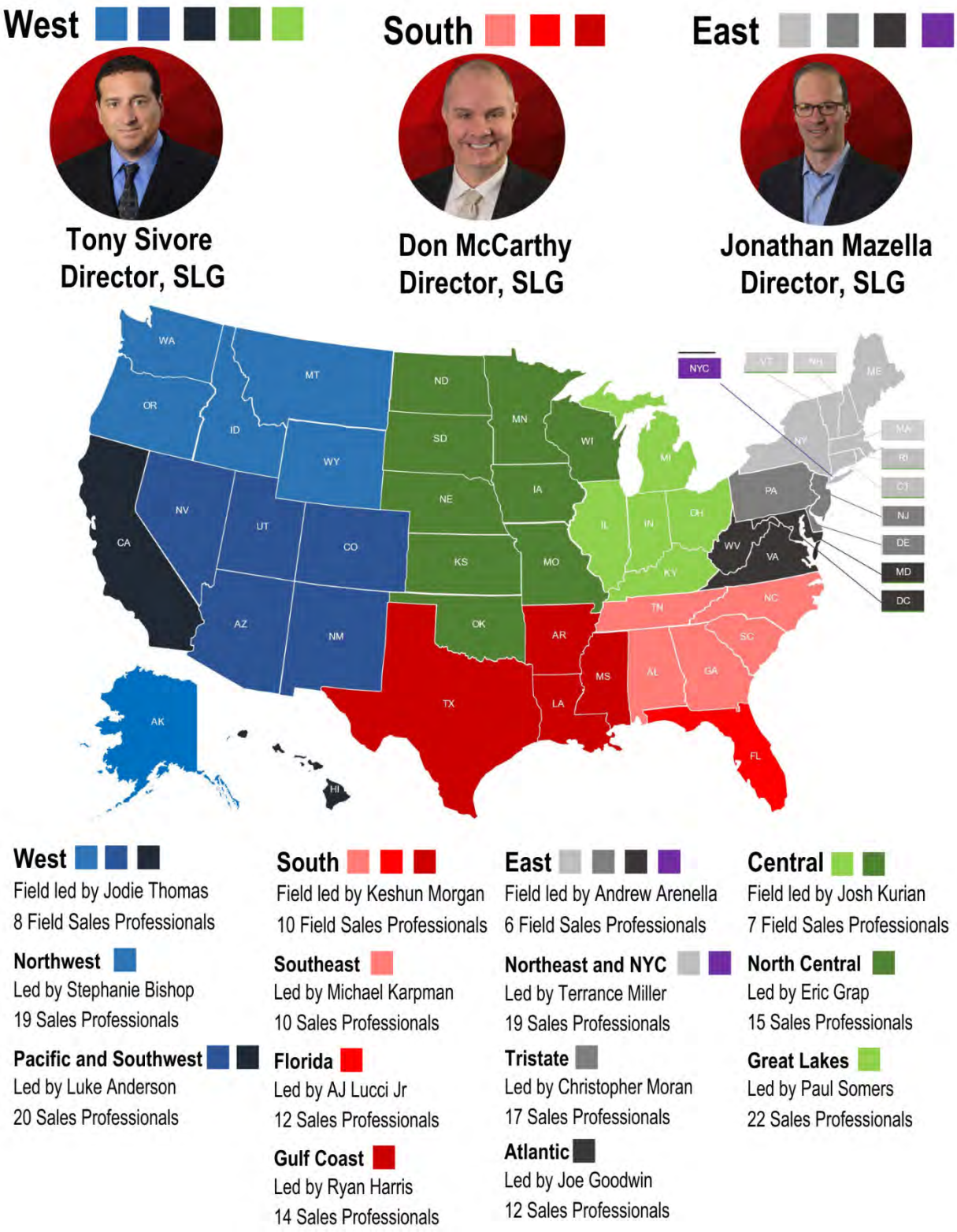


Figure 12. CDW•G's State and Local Government Sales Team Organization

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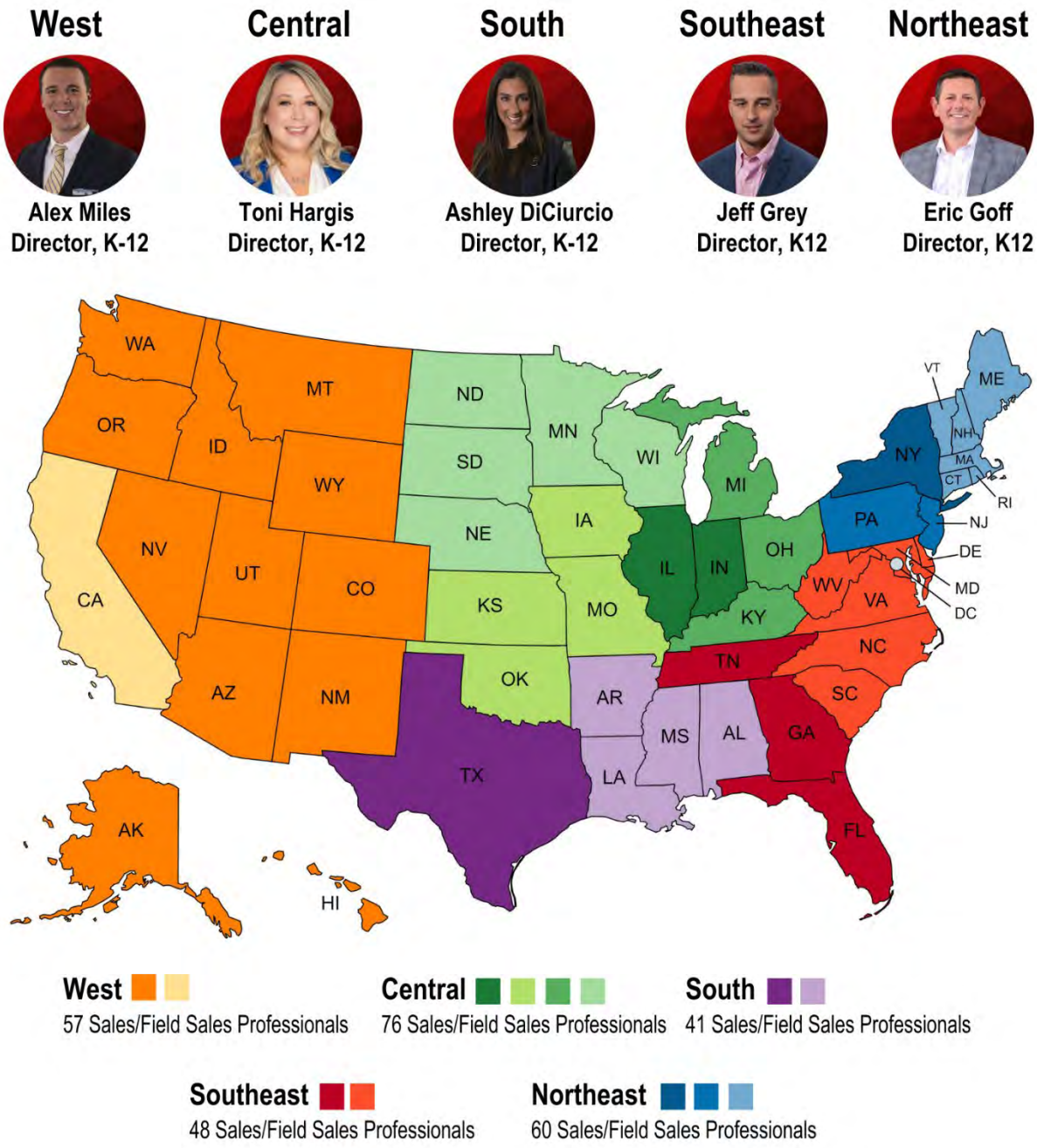


Figure 13. CDW•G's K-12 Sales Team Organization

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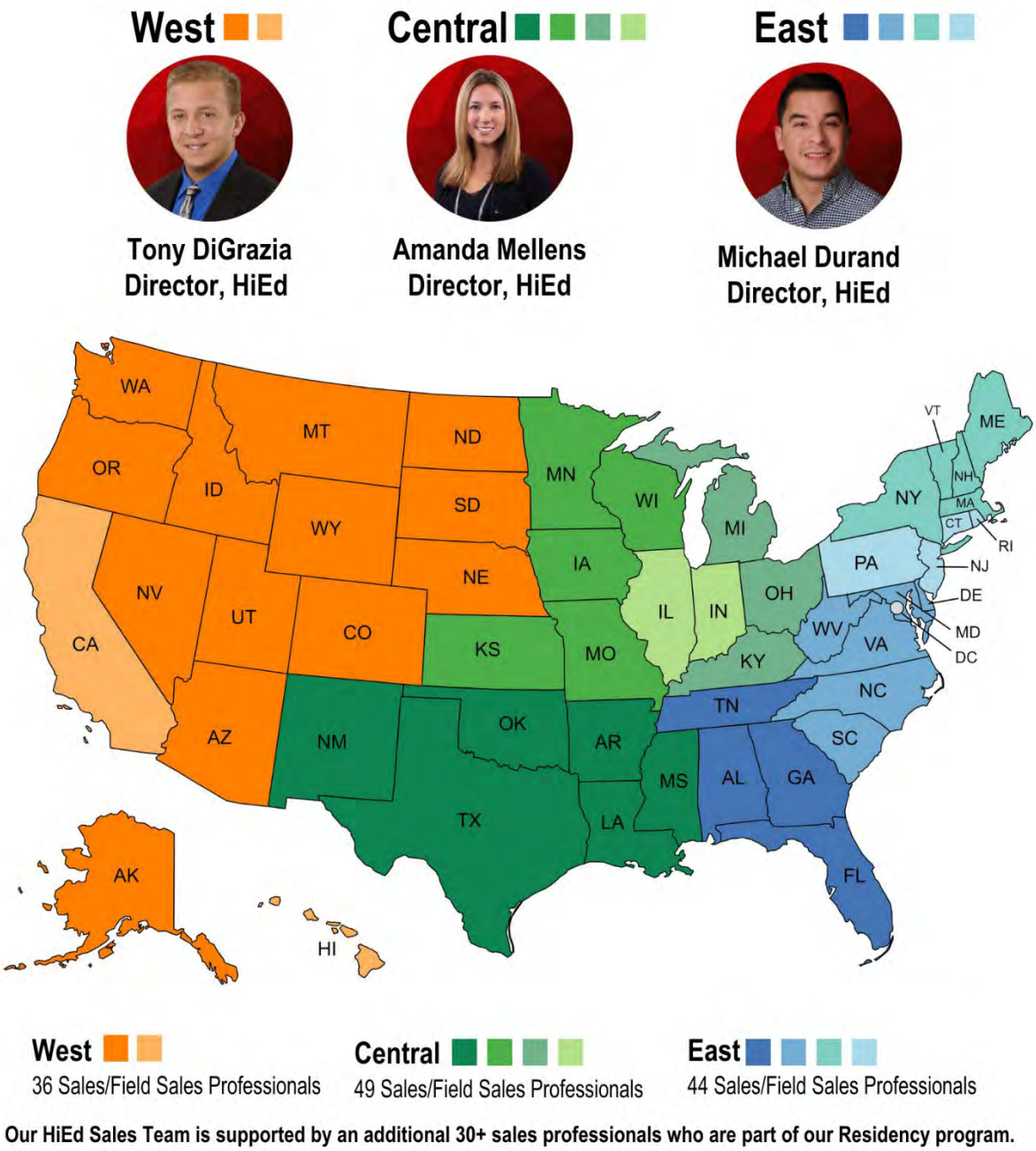


Figure 14. CDW•G Higher Education Sales Team Organization

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In the table below, the City of Mesa and OMNIA Partners Participating Public Agencies can find the total number of salespersons in each sector and vertical.

Region and/or Vertical	Number of Sales Representatives
Corporate Sales - Total	**1755**
Corporate Majors Central	163
Corporate Majors MidCentral	96
Corporate Majors Northeast	99
Corporate Majors Northwest	58
Corporate Majors Southeast	123
Corporate Majors Southwest	70
Corporate Majors South Central	82
Corporate Sales Central Sales	1
Corporate Sales CPG	16
Corporate Sales East Region	1
Corporate Sales General Office	252
Corporate Sales Vertical Sales	196
Corporate Sales West Region	3
Corporate Territory East	356
Corporate Territory West	239
Healthcare Sales - Total	**318**
Public Sales - Total	1531
Federal Civilian Sales	61
Federal Department of Defense Sales	186
Federal Services Sales	74
Higher Education Sales	198

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K-12 Public Education Sales	400
Public Sales General Office	230
Sirius* Sales	132
State and Local Sales	250
Small Business Sales - Total	637
Sales Contact Center	60
Small Business Central Region	119
Small Business East Region	99
Small Business General Office	99
Small Business Solutions	56
Small Business South Region	86
Small Business West Region	118

*In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions.

In the table below, we have outlined the total number of employees in each state.

State	Total Number of Employees
Alabama	33
Arkansas	21
Arizona	382
California	299
Colorado	182
Connecticut	262
District of Columbia (Washington DC)	11
Delaware	7
Florida	575

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Georgia	158
Hawaii	8
Iowa	59
Idaho	17
Illinois	4607
Indiana	152
Kansas	57
Kentucky	30
Louisiana	9
Massachusetts	62
Maryland	139
Maine	12
Michigan	175
Minnesota	215
Missouri	74
Mississippi	11
Montana	9
North Carolina	267
North Dakota	5
Nebraska	189
New Hampshire	16
New Jersey	439
New Mexico	5
Nevada	214

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New York	167
Ohio	234
Oklahoma	29
Oregon	114
Pennsylvania	136
Rhode Island	12
South Carolina	59
South Dakota	14
Tennessee	120
Texas	839
Utah	35
Virginia	270
Vermont	4
Washington	153
Wisconsin	526
West Virginia	7
Wyoming	5

Support Centers and Corporate Office

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

CDW•G headquarters is located at 230 N. Milwaukee Ave., Vernon Hills, IL, 60061. We have two warehouses, 50+ US sales offices, and our technical support is based out of Holmdel, New Jersey. In addition to our office locations, CDW•G's technical engineering team is national and will travel to customer locations. We also leverage CDW•G partners to provide local capability/services outside of our 51 support centers.

US Locations:

- Arizona: Tempe
- California: Glendale, Irvine, San Diego
- Colorado: Centennial
- New York: New York City (2), Pittsford, Syracuse
- Nevada: North Las Vegas*

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- Connecticut: Shelton
- Florida: Boca Raton, Tampa
- Georgia: Atlanta
- Illinois: Chicago, Elk Grove Village, Rosemont, Vernon Hills*
- Indiana: Carmel, Indianapolis
- Iowa: West Des Moines
- Kansas: Overland Park
- Maryland: Columbia, Crofton
- Michigan: Detroit, Grand Rapids
- Minnesota: Bloomington, Minneapolis
- Missouri: St. Louis
- Nebraska: Omaha
- New Jersey: Cherry Hill, Holmdel
- North Carolina: Charlotte, Greensboro, Raleigh
- Ohio: Cincinnati, Cleveland, Columbus
- Oregon: Portland
- South Carolina: Greenville
- South Dakota: Sioux Falls
- Tennessee: Nashville
- Texas: Austin, Dallas, Houston, San Antonio
- Utah: Midvale
- Virginia: McClean, Reston
- Washington: Bellevue, Seattle
- Wisconsin: Appleton, Madison, Milwaukee

*distribution centers

Annual Sales

D. Annual sales for the three previous fiscal years.

In 2022, CDW generated nearly $24 billion in revenue, which positions CDW as a leader in our industry. Our continued financial stability serves to assure the City of Mesa and OMNIA Partners Participating Public Agencies that we are here to stay and can support you through the life of this contract and beyond.

Year	CDW Revenue	CDW•G Revenue
2022	$23.7 Billion	$8.6 Billion
2021	$20.8 Billion	$8.2 Billion
2020	$18.5 Billion	$8.2 Billion

We believe the major factor that ensures our financial stability and separates us from our competitors is the balanced approach to our business. This approach includes:

- **We don't rely on any one customer.** In our US business, which represents approximately 90% of our revenues, we currently have five dedicated customer channels: corporate, small business, government, education, and healthcare, each of which generated $1.9 billion or greater in Net sales in 2022. Net sales to customers in the UK and Canada combined generated $2.9 billion in 2022. We believe this diversity of customer end-markets provides us with multiple avenues for growth and has been a key factor in our ability to weather economic and technology cycles and continue to gain market share.
- **We don't rely on any one partner.** In 2022, we generated over $1.5 billion of Net sales from each of our five largest vendor partners. We have received the highest level of certification from major vendor partners such as Cisco, Dell EMC, Hewlett Packard Enterprise, IBM, Microsoft, NetApp, Nutanix, Palo Alto Networks, Samsung, and VMware which reflects the extensive product and solution knowledge and capabilities

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that we bring to our customers' IT challenges. These certifications also provide us with access to favorable pricing, tools, and resources, including vendor incentive programs, which we use to provide additional value to our customers. Our vendor partners also regularly recognize us with top awards and select us to develop and grow new customer solutions.

- **We don't rely on any one solution.** Our sales span a number of categories, including Miscellaneous Hardware (19.9%), Software (15.5%), Notebooks/Mobile Devices (26%), Netcomm Products (11.5%), Services (7.8%), Video (7.5%), Desktops (5.4%), Enterprise and Data Storage (5.8%) and others.

We simplify the complexities of technology solutions across design, selection, procurement, integration, and management for our customers. Our goal is to have our customers, regardless of their size, view us as a trusted adviser and extension of their IT resources. Our multi-brand offering approach across our vendor partners enables us to provide the solutions and services that best address each customer's specific requirements to enable their desired business outcomes.

The City of Mesa and OMNIA Partners Participating Public Agencies can be confident that CDW•G's experts will be around to address questions or concerns, provide additional equipment, and assist with enhancements or new technologies.

For more financial information, please visit our investor relations page: http://investor.cdw.com/.

FEIN and Dunn & Bradstreet Report

a. Submit FEIN and Dunn & Bradstreet report.

CDW•G's FEIN is 36-4230110. The City of Mesa and OMNIA Partners can find a copy of our Dunn & Bradstreet Report at the end of this section in Appendix 1.

Environmental Initiatives and Policies

E. Describe any green or environmental initiatives or policies.

Overview

CDW•G is committed to being a good steward of the environment and earth's natural resources. We strive to continuously improve our own environmental performance while growing our business and supporting our partners and customers. Given our role in the technology sector as a leading multi-brand technology solutions provider, our greatest opportunities to impact the environment lie in collaborating with our supply chain and working with our partners and customers to help them achieve their environmental goals. This includes continuing to expand our offering of sustainable and socially responsible technology products and solutions.

CDW•G understands and supports the City of Mesa and OMNIA Partners Participating Public Agencies' desire to encourage suppliers to incorporate sustainable practices throughout their business operations. As evidenced by our practices outlined in the following paragraphs, we also emphasize integrating environmentally conscious procedures into our everyday operations, and we continually strive to find new ways to reduce our carbon footprint.

2022 Environmental Highlights

In 2022, we made significant progress on our environmental priorities, including climate action, energy efficiency, and waste reduction.

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For instance, we worked with several vendor partners and Procurri to introduce a new carbon offset program. Additionally, Igneo Technologies, a Proccuri partner, began handling downstream processing of our e-waste. The global company specializes in returning critical metals such as copper, gold, silver, and palladium back into the supply chain.

When replacing our own technology devices, we seek to minimize our environmental footprint by finding reuse opportunities for our equipment. At our headquarters in Illinois, we have grassroots, coworker-led initiatives to provide veterans groups, underserved communities, and other organizations with access to our gently used equipment.

Other notable highlights from 2022 include the following:

- Created our Climate Task Force and worked with outside experts to develop our long-term, enterprise-wide climate strategy and action plans
- At our two US distribution centers, we outperformed our waste diversion goal of +90% for the fourth year in a row and recycled thousands of tons of packaging material, cardboard and paper
- Enabled online searchable access for customers to an expanded portfolio of environmentally certified products (Energy Star, EPEAT and TCO Certified) and a broad range of cloud-based solutions that improve energy efficiency
- Expanded our IT Asset Disposition (ITAD) program, which facilitates the recovery and recycling of devices that are no longer being used – to benefit the environment and protect the security of users' data
- Maintained our environmental management system and energy certifications in the US, Canada and UK

Our Facilities

All CDW•G distribution centers hold ISO 14001 certification, which is the international standard for Environmental Management. This certification ensures consistency and effectiveness in our Environmental Management System (EMS) and demonstrates our long-established commitment to managing our business responsibly.

These certifications ensure consistency and effectiveness in our EMS and demonstrate our long-established commitment to managing our business responsibly. We continue to utilize a wide variety of energy efficiency measures, such as LED lighting and motion sensors, across our company. In addition, for the fourth year in a row in 2022, our two US distribution centers surpassed our goal for a waste-to-landfill diversion rate of more than 90%, which is consistent with our facilities' ISO 14001 certification.

We continually develop our green efforts in compliance with ISO 14001 standards. Doing our part to sustain a healthy planet is critical to the well-being of our coworkers, customers, communities, and business. Our efforts are inspired and led by coworkers around the globe as we strive to do our part for the environment.

Our environmental policy and EMS define the structure, practices, and procedures for our environmental program. As part of our commitment to continuous improvement, we regularly evaluate the efficiency of our use of natural resources. We seek to identify and address opportunities to improve by reducing waste in landfills through enterprise-wide recycling initiatives, implementing innovative packaging solutions, and integrating principles of environmental responsibility throughout our business.

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Coworker Initiatives to Protect the Environment We Share

At CDW•G, we recognize our part in responsible environmental management and conservation of resources. One of the ways we demonstrate our commitment to environmental management and the principle of sustainable development is through our beGreen program. The beGreen program provides CDW•G coworkers with a platform to reduce, reuse, and recycle to make our operations leaner, more efficient, and more environmentally responsible. Our beGreen program continues to provide coworkers with a platform to share ideas and take collective action to protect our environment. The program is managed by a cross-functional team of coworkers from multiple CDW•G locations, and participation continues to be strong since its inception 13 years ago.

Our coworkers continue to be active participants in their local communities' efforts to address environmental sustainability. CDW•G initiated a partnership with Soles4Souls, an organization that redirects unwanted shoes away from waste streams to communities in need.

Energy Management and Climate Action

Energy Efficiency

We track our energy management performance on an ongoing basis and continue to seek ways to drive further efficiencies. As part of our ISO 14001 certification, we maintain a three- to five-year window of visibility to identify, assess, and plan for the implementation of additional energy efficiency improvements. As a part of our regular evaluation, we conduct in-depth internal audits and self-assessments to support continual improvement. We review our significant environmental impacts each year and set targets to reduce them. We track our energy usage each year and continually look for ways to reduce it.

To achieve the ISO 14001 certification, we were required to provide significant details regarding our procedures for the following:

- Chemical handling, storage, and labeling Universal waste (old computer equipment)
- Stormwater and transportation spills, oils, lubes, and forklift batteries
- Electrical usage
- Paper and cardboard
- Lithium-ion battery management

Our ability to directly impact our energy usage is somewhat limited by the fact that we lease the majority of our global real estate footprint.

Specific energy efficiency efforts include:

- Energy-efficient lighting solutions, including indoor and outdoor LED lighting
- Motion sensor lighting and conveyor systems that turn off in response to inactivity
- ”Smart” HVAC systems that adjust according to business hours and seasonal temperatures
- Water consumption solutions, including rainwater harvesting efforts in the UK and environmentally friendly water heaters in the US
- Solar panel usage at two of our UK locations

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Carbon Emissions

We are also working with our third-party shipping and logistics partners to develop transportation management systems and delivery schedules that help them increase their own energy efficiency, which helps to reduce our transportation-related emissions. Currently, approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency, and more than 72% of our US shipments are handled by carriers with climate goals.

EPA Green Power Partnerships

CDW•G participates in the United States Environmental Protection Agency's Green Power Partnership program. In 2008, we began purchasing 100% green power for our two data centers in the Madison, Wisconsin, area through the Madison Gas and Electric (MGE) Green Power Tomorrow program. We purchase almost 12 million kilowatt-hours per year of renewable energy from MGE, making CDW•G the largest private buyer in the program.

Transportation Initiatives

Approximately 98% of our US shipments are delivered by carriers enrolled in the US EPA SmartWay Transport Partnership, which helps companies advance supply chain sustainability by measuring, benchmarking, and improving freight transportation efficiency. We also have programs aimed at consolidating freight volume and reducing the number of shipments and vehicles needed to complete a delivery, which enables our carrier partners to reduce carbon emissions. These global programs include:

- UPS Trailer Utilization, which reduces the number of truck movements needed to deliver freight by creating direct-lane pulls from our distribution centers to customers in a common area
- Best Way (Logistics Specialist Solution), which reduces the number of trailers needed to ship an order by consolidating multiple orders into a single truckload

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In addition, as part of our ongoing environmental impact assessment, we analyzed the Environmental, Social, and Governance goals and performance of our transportation and logistics partners.

Materials Efficiency

Reducing Waste to Landfill

CDW is committed to supporting the circular economy and responsible consumption through materials efficiency and a reduction in waste to landfill. While we have a wide variety of recycling and reuse programs across our office and warehouse facilities, our largest impact is in two areas: reducing distribution center waste from packaging and other materials and managing electronic waste.

OVER THE LAST SIX YEARS, OUR US DISTRIBUTION CENTERS HAVE RECYCLED:

2,966 TONS
OF PACKAGING MATERIAL

9,794 TONS
OF CARDBOARD

636 TONS
OF PAPER

THOUSANDS
OF WOOD AND PLASTIC PALLETS

For the third year in a row, CDW's US distribution centers outperformed their waste diversion goal of **90%+.**

In addition to addressing packaging waste and electronic waste, our other efforts include:

- Use of digital documentation when possible and recycling shredded paper documents if they are used
- Recycling and composting of cafeteria waste
- Elimination of plastic bottles from vending machines in our offices and warehouses
- Elimination of single-use plastic cups
- Company-wide internal toner cartridge recycling program
- Recycling centers on each floor of our office locations
- Recycling chutes for certain materials at our distribution centers
- Collaboration across procurement functions to reduce the need for consumable supplies and increase recycling possibilities across our offices

IT Asset Disposition Services Ensure Proper Disposal of E-Waste

CDW•G's IT Asset Disposition teams offer our customers proper device wiping, removal, evaluation, and recycling services for devices that are no longer being used. Proper asset disposition involves completely and securely wiping devices of sensitive data and environmentally responsible recycling and disposal of e-waste. For any devices of value, we provide a buyback rebate on the customer's account.

Our process is certified by e-Stewards, which:

- Prohibits the export of hazardous waste to developing countries
- Requires a certified ISO 14001 environmental management system
- Prohibits all toxic waste from being disposed of in landfills and incinerators
- Prohibits the use of prison labor in handling sensitive data and toxic electronics

In addition, when replacing our own devices, we seek to minimize our environmental footprint by finding a reuse opportunity for our used equipment. At our headquarters in Illinois, we have had grassroots, coworker-led initiatives to provide veterans groups, underprivileged communities, and other organizations access to our gently used equipment.

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Smart Packaging Solutions

At our distribution centers, we utilize several packaging processes that address environmental considerations while still meeting and exceeding customer expectations. Our solutions include the following:

- Using and reusing our vendor partners' packaging when possible, minimizing the need for additional packaging materials when fulfilling customer orders.
- Redesigning our cartonization process to utilize algorithms that consider dimensional fit (a more accurate method than volume fit), which enables us to use the least amount of packaging possible.
- Using envelope shippers that are 100% recyclable and provide warehouse and shipping space efficiencies for small items.

Additionally, our pick-pack shipping containers are made from the maximum allowable amount of post-consumer recycled material and are 100% recyclable.

We continue to work with our vendor partners and logistics suppliers to evaluate opportunities for smarter packaging solutions that maximize both product protection and material efficiencies.

Environmental Considerations: Partners and Customers

We continue to elevate our role in sustainable and socially responsible technology by working with our technology partners to promote their environmentally certified products and solving for our customers' outcomes around their ESG goals and priorities.

In 2022, CDW•G made it easier for our sales teams and our customers to identify and select from a broad range of environmentally certified products (Energy Star, EPEAT, and TCO Certified) and cloud-based solutions that deliver added energy efficiency. Our e-commerce sites enable customers to filter their online catalog search to identify and buy third party-certified products, and our sales teams are trained to assist clients with finding and selecting these products.

Our goal is to be able to offer our customers a full stack of solutions that addresses a broad spectrum of environmental considerations. In addition to third party-certified products, we are enhancing our ability to deploy and configure products remotely to reduce the environmental impacts of packaging and transportation and offering device recovery and recycling programs to reduce electronic waste from products that need to be replaced.

EPEAT Compliance

CDW•G assists customers in determining environmentally preferable products in many ways, including:

- Providing website specifications for each product details; i.e., EPEAT and/or Energy Star compliant and specific power consumption data, where available
- Providing a portfolio of manufacturers that are committed to producing environmentally friendly technology and that have programs and policies that support their commitment.
- Offering products that meet the evolving standards associated with the Environmentally Preferable Purchasing Program (EPP) and the IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products
- Training our sales teams on the requirements of Executive Order 13101 Greening the Government Through Waste Prevention, Recycling, And Federal Acquisition

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CDW•G is committed to protecting the environment by continuing to manage our business with increased efficiency and understanding the full extent of our environmental impact. While we strive for continuous improvement in the environmental performance of our operations, we recognize our greatest opportunities to impact the environment lie in our supply chain and our ability to work with our partners to address issues such as climate change and waste reduction. More than ever, we are focused on working with our partners and outside experts to evaluate our environmental impacts and opportunities.

Protecting Forests through Responsible Paper Consumption

Through our Printer Supplies Program, CDW•G customers are offered complimentary enrollment in PrintReleaf, a third-party certification program that empowers organizations to sustain and grow global forest systems through:

- Ongoing measurement of paper consumption
- Custom paper footprint and forest impact insights
- Opportunities to automatically "re-leaf" forests through reforestation projects of the customer's choosing

Since we joined the program in June 2018, CDW customers have collectively offset the equivalent of more than 1.2 billion standard pages of paper consumption by supporting the reforesting of more than 140,000 trees.

CDW is also working with partners on programs to help customers better manage their print needs and costs and stay within their corporate policies for sustainability. The goal of the PrintReleaf program is to deliver on the potential for Forest Positive Printing – to enable customers to be responsible for planting more trees than their printing uses.

Business Diversity Program

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.

Business Diversity Program – Overview

When you partner with CDW•G, you are partnering with a company where business diversity is a deeply embedded, ongoing priority. Since the inception of our Business Diversity Program in 2007, we have sought to promote diverse supplier participation representative of our customers and communities that contributes to sustainable economic growth. CDW•G is prepared to help the City of Mesa and OMNIA Partners Participating Public Agencies around the US meet their diversity goals. We're committed to simplifying the complexity of Business Diversity for the City of Mesa and OMNIA Partners Participating Public Agencies.

While we are woman-led with our CEO Chris Leahy, we are not a minority- or woman-owned business enterprise. Because we are not a large corporation with our own M/WBE certification, CDW•G has the opportunity to invest in small and diverse businesses. As a result, **we drive job creation** and **contribute to lasting economic** empowerment in communities across the US. Our focus is creating a meaningful sourcing plan with minority, small, local, veteran-owned, and other diverse suppliers. We have the privilege, opportunity, and responsibility to partner with diverse suppliers and bring them with us to the City of Mesa and OMNIA Partners Participating Public Agencies' opportunities. In our experience, customer diversity initiatives are not always

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met by one or two specific certifications; these initiatives are met through partnership and collaboration.

Results of the CDW Business Diversity Program

Partnering strategically with diverse and small businesses enables us to keep providing the industry's best experience while contributing to economic growth in diverse communities nationwide. We look forward to continuing to grow our practice and support local businesses as our practice continues to grow. Since 2007, we have spent $25 billion, $3.6 billion in 2022 alone, with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we actively partner with on a regular basis. Of the $3.6 billion in 2022, $2.3B was solely from CDW•G.

In 2019, we became a member of the Billion Dollar Roundtable (BDR), joining an exclusive group of 40 US-based companies procuring more than $1 billion annually from minority- and women-owned businesses on a first-tier basis.

In 2021, industry-leading research IT research firm and consultancy, Gartner, conducted a case study on CDW's Business Diversity Program for procurement leaders. They concluded the following: *"CDW's supplier diversity team enables business partners to retain the best-fit diverse suppliers for new sourcing needs by providing targeted business-relevant information gathered from past supplier engagements."* Our comprehensive Business Diversity Program ultimately allows procurement officials to be confident in incorporating small and diverse suppliers into their supply chain.

MBE Testimonial – KNZ Solutions

KNZ Solutions, a certified minority-owned business, was founded in 2017 by Khaled Mussa. Here's what KNZ has to say about their partnership with CDW•G:

"CDW•G has been an invaluable support to KNZ Solutions. Their commitment to fostering collaboration and nurturing partnerships truly sets them apart. Their expertise, resources, and unwavering dedication played a pivotal role in navigating the challenges inherent in our industry. *The impact of this partnership extends far beyond the bottom line – KNZ's employee count increased, and jobs were created.* Our partnership has not only elevated our business but has also reinforced our belief in the transformative power of meaningful partnerships. We look forward to continued success and growth together."

In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on **building partnerships with local suppliers** and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

In 2023, CDW hosted the BDR Summit, which is an annual gathering of BDR members to share our successes, best practices as well as opportunities for supplier diversity program growth.

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Our 2022 Economic Impact across the United States is highlighted in the graphic below:



A partnership with CDW•G means that local communities across the US will continue to gain positive economic impacts.

Benefits

Benefits of our Business Diversity Program and incorporating small and diverse suppliers include the following:

Reach Small and Diverse Supplier Goals

CDW•G's comprehensive Business Diversity Program allows you to meet your goals quickly and efficiently. Meet the City of Mesa and OMNIA Partners Participating Public Agencies small, minority-owned supplier goals without having to invest time and resources into finding, evaluating and engaging them yourself. CDW•G has a comprehensive vetting process that ensures each small and diverse partner can meet our customers' quality and performance expectations.

Diversify Your Supply Chain

Partnering with small and diverse businesses allows the City of Mesa and OMNIA Partners Participating Public Agencies' to diversify your supply chain, boosting your resilience and agility in an unpredictable world.

First-Mover Advantage

With a broad network of small and diverse partners nationwide, the City of Mesa and OMNIA Partners can enjoy first-mover advantage when it comes to new, cutting-edge technologies.

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Tier I and Tier II Programs

CDW•G is continuously developing other diverse partnerships to meet our customers' needs. These relationships include, but are not limited to, product manufacturers, distributors, and service providers nationwide who support direct (Tier 1) and indirect (Tier 2) fulfillment through presales and service engagements. We recruit diverse and disadvantaged partners locally and regionally since customer spending goals are typically tied to local laws and require the partner to be certified within their city or state.

These various engagement models allow the City of Mesa and OMNIA Partners Participating Public Agencies the choice to leverage the best suited diverse partner.

We realize that each customer has unique targets that require a thoughtful and dynamic approach to strategic sourcing. Our Business Diversity program offers a broad and robust partner network. The following are a few ways that CDW•G can support the City of Mesa and OMNIA Partners Participating Public Agencies in meeting your diverse supplier goals:

- Educate users on CDW•G's business diversity program and how to initiate a planning session.
- Conduct customer-focused planning sessions with your dedicated CDW•G Account Manager and Business Diversity program representative.
- Utilize information gathered from planning sessions to develop custom plans to achieve customer goals around Business Diversity.
- Perform ongoing engagement to adjust plans as necessary.

WBE Testimonial – BlackHawk Data

BlackHawk Data is a New York-based WBE founded in 2018. Read about the BlackHawk Data and CDW•G Partnership below:

"One of my primary go to partners has always been CDW. I knew if I went to them for advice, suggestions, and just to simply talk to, they would help me get through the start up phase. Well, they did more than that. Along with the local team in New York, the CDW Diversity Team helped me and made introductions to people around the US that I would not normally have met.

I do honestly owe a good amount of our success to the CDW Team. As without them, getting through some of the hardest and darkest times may not have been possible without them.

Because of partners like CDW, we have been able to grow the business to 45 people, hopefully, $60M in 2023, and become a CRN Triple Crown Winner.

My heart is full with love and continued support on building our relationship."

More insight into our Tier I and Tier II Programs are below:

The Tier I Program

CDW•G is continuously developing other small and diverse partnerships to meet the City of Mesa and OMNIA Partners Participating Public Agencies' Tier I needs. In fact, we offer an online registration tool where businesses can register for future opportunities with CDW•G. Our growing list of suppliers means that the City of Mesa and OMNIA Partners Participating Public Agencies can count on CDW•G to deliver against their diversity spending targets. CDW•G has also partnered with small and diverse leasing companies that can support the City of Mesa and OMNIA Partners Participating Public Agencies Tier I spend requirements. CDW•G's Tier I program offers a low-risk experience for agencies looking to achieve direct spend with small, disadvantaged businesses while upholding the highest standards of IT procurement.

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The Tier II Program

In an effort to foster even more opportunities for small, diverse businesses, CDW•G launched a Tier II Business Diversity Program in 2009 for its key manufacturing, distribution, and logistics partners. The program's goal is simple: to further opportunities for competitive small and diverse partners to supply goods and services to CDW•G and deliver them to our customers like the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G also provides Tier II reporting to customers that track their spending, ensuring that suppliers meet contract compliance and obligations. Our Tier II reports show the items that CDW•G purchased from diverse suppliers, all items that our customers purchased from CDW•G, and all items that CDW•G purchased from diverse suppliers to fulfil customers' orders directly. A major advantage to this model is the ability to recognize spend across multiple diverse firms by leveraging CDW•G's network of vetted hardware and software suppliers.

Notable Awards

Recent, notable awards that demonstrate our commitment to diversity include:

- 2023 Military Times Best for Vets: Employers List
- 2024 Military Friendly Employers award from Military Friendly
- 2023 Best Employers for Diversity – Forbes
- The Women's Business Enterprise National Council (WBENC) recently named CDW as one of its America's Top Corporations for Women's Business Enterprises (WBEs). According to the WBENC, this honor is the only national award recognizing corporations for world-class Business Diversity programs that reduce barriers and drive growth for women-owned businesses.
- CDW has been ranked 11th of Nasdaq 100 companies for its ESG reputation in December 2022

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Mentoring Programs

Mentorship and advocacy are integral components of our Business Diversity Program. It's one way we live up to our commitment to build stronger communities through economic inclusion. We have had numerous successes with mentor protégé programs with entities such as the City University of New York (CUNY) and Texas Tech University; these programs are designed to enhance diverse partners' capabilities, assist in meeting development goals, and improve their abilities to compete for and win contracts. With these programs, we are able to grow their businesses and relationships.

During the year, we expanded our partnership with Disability:IN, a leading nonprofit resource for business disability inclusion worldwide. As an Inclusion Works partner company, we're proud to mentor disability-owned businesses. Disability:IN's Inclusion Works program provides companies with a team of disability inclusion experts to help them create an inclusive culture while simultaneously developing a sustainable recruitment strategy.

WBE Testimonials – WBENC Conference

In 2023, CDW funded a booth for 15 woman-owned businesses at the annual Women's Business Enterprise National Council (WBENC) conference. This financial commitment directly impacted the growth of those businesses. Here's what two women had to say:

Pam Feld, CEO, WBE/MBE: The booth sponsored by CDW afforded me the opportunity to deepen existing corporate relationships and engage with a multitude of WBEs from all over the country. I came away with 2 RFPs, 4 potential speaking opportunities, and 6 meetings lined up for expanding relationships.

Mellissa Tong, CEO, WBE/MBE: I was really grateful that my talk at CEO Success Community Booth 718 was so well received that I got a recommendation to deliver a one-hour talk on Storytelling for Branding and Marketing for Maui's Economic Development Center in late April. Then, I was contacted by WBENC national to do a pitch workshop for them on May 5th. None of this would have happened without CDW's generous support of Booth 718 at WBENC in 2023.

Commitment to Helping Close the Digital Divide

One of CDW•G's core values and strengths is making technology work so people can do great things. However, we recognize that technology doesn't work equally for everybody, and reliable access to technology is often not equitable, resulting in a digital divide. We are determined to change this narrative and are passionate about closing this divide within our company and the communities we support. Through our Business Diversity Program, we are actively working towards digital equity and making a positive impact. Below are a few of the ways we work to close the digital divide:

Promoting Digital Equity

CDW•G prioritizes digital equity by providing products and services to sectors that need them the most, such as education, healthcare, and government. We firmly believe that closing the digital divide requires collaboration from all leaders, within and outside our organization. By partnering with like-minded organizations that share our commitment to digital equity, we can amplify our collective impact and bridge the gaps we see everywhere.

Business Diversity

Our Business Diversity Program is a critical differentiator for CDW•G, enabling us to deliver increasingly innovative products, services, and solutions to our customers. Since the inception of our business supplier program in 2007, we have actively sought to promote diverse supplier participation that aligns with the needs and values of our customers and communities. We take

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pride in our comprehensive and active program, recognized as global champions for Business Diversity by esteemed organizations like Gartner, the Billion Dollar Roundtable, and WEConnect International. We also embrace the responsibility of sharing our experience and expertise with our customers and suppliers because we believe that when they succeed, we all win.

Driving Economic Empowerment in Communities

Investing in small and diverse businesses presents a unique opportunity to create jobs and contribute to lasting economic empowerment in our communities. With the global population becoming increasingly diverse, minority audiences are emerging as a significant target for companies, and diverse-owned businesses play a vital role in the small business sector.

Commitment to Fostering Equity

CDW•G is committed to fostering equity and ethical behavior throughout our global supply chain. Collaboratively with our customers and supplier partners, we believe in the power of community members as drivers of prosperous, resilient local economies, creating efficiencies throughout our global supply chain.

MBE Testimonial – Betis Group

Betis is a minority-owned systems integrator with 25 years of experience providing Information Technology consulting and solutions on a global scale. Here's what Betis had to say:

Betis and CDW have enjoyed a highly successful relationship since 2001. Thanks to CDW's successful contract win record, Betis provided project management, technical, and device installation services at more than 100 locations around the world. Over the last several years, our relationship [with CDW] has expanded as Betis helps support and deliver CDW's winning formula for gaining market share with private-sector customers who want to buy through a Tier-1 Diversity Supplier. The strategic collaboration between Betis and CDW has led to the acceleration of delivery and solutions for both our companies.

Social Impact

We are committed to making a long-lasting, meaningful difference through our global Social Impact program. With more than 80 social impact partners and as members of Tech for Good, we invest in technology that creates deliberate, positive social benefits. One recent partnership is with Compudopt, a national nonprofit that provides technology access and education to under-resourced youth. Our collaboration across the country aligns with our shared strategy of providing access to technology. Through local donation drives and employee engagement at Compudopt locations, we empower youth by repurposing personal, non-company computers and educating them about the potential of technology.

Goals

One of our priorities in 2023 is empowering our seller community with the knowledge and resources to engage with our customers about how each company's ESG goals intersect. These intersection points will help determine how to collaborate and advance their respective strategies. We're committed to simplifying the complexity of Business Diversity for our customers and partners, and we are ready to collaboratively solve their toughest challenges.

As a whole, CDW•G's Business Diversity Program goals are to increase procurement opportunities for direct and indirect spending with small, minority-owned, women-owned, veteran-owned, disabled-owned, and other small, disadvantaged businesses. The CDW philosophy on diversity extends beyond our coworkers, the customers we serve, and the communities we live in to include our valued supplier partnerships. Our commitment to strategically partner with qualified businesses enables CDW•G to continue to provide the best customer experience while contributing to economic growth in diverse communities.

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CDW•G continuously seeks new partnerships that help our customers meet their small and diverse supplier goals and support local communities. In 2022, we enhanced our national strategy across the US by welcoming supply chain experts to our growing team. These regional market leaders are focused on building partnerships with local suppliers and across our customer base. Their efforts have improved our agility and increased our effectiveness in identifying and mentoring new diverse partners. Additionally, this comprehensive approach enables us to gain a deeper understanding of the unique challenges, opportunities, and economies of scale present in each region. We use these real-time insights to inform and tailor our business diversity strategy, boosting both performance and impact.

Diversity Pricing

The CDW•G pricing structure, inclusive of our proposed discounts, submitted in this proposal will not be changed if/when a diverse partner is engaged. Pricing information can be found in Tab E. Access to our robust Business Diversity Program is a no-cost value-added service.

Diversity Alliances and Certifications

In addition to being part of the Billion Dollar Roundtable, an important aspect of our Business Diversity program is our support and participation in various organizations and events focused on developing relationships and business opportunities within diverse communities.

We are a National Corporate Member of the National Minority Supplier Development Council, Inc., and The Women's Business Enterprise National Council. CDW•G supports other organizations, as well, which include:

- Chicago Minority Business Development Council, Inc.
- Women's Business Development Center of Chicago
- Minority Business Development Agency of Chicago
- National Veteran Owned Business Association
- National Gay & Lesbian Chamber of Commerce



Not only do we contribute financially to these organizations, but we also engage on advisory councils, attend and host events, and provide resources to support the organizations' focus on continued growth and success.

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Business Diversity Success Story: University of Washington

Background

The University of Washington is a leading institution in terms of federal research funding, having received $1.63 billion in research awards in 2022. With such a significant investment comes the responsibility to adhere to diverse spend metrics and goals. Since 1983, the State of Washington has mandated that educational institutions adopt the state's diversitygoals to continue receiving state funding. In recent years, UW has made a strong commitment to expanding its diverse supplier base.

Partnership with MBE Mpulse

Through conversations with CDW•G's business diversity and sales teams, UW discovered a unique partnership between Apple, CDW•G, and Mpulse, a minority-owned technology reseller. This partnership enables higher ed institutions to procure Apple products through Mpulse as a 1st- supplier while leveraging CDW•G as a distributor within the supply chain.

Outcome

With Mpulse's expertise and e-procurement system integration capabilities, UW seamlessly shifted nearly $5M of annual Apple purchases through Mpulse and CDW•G, capturing Tier 1 minority-owned business spend through their e-procurement catalog. This helped UW maintain spend compliance and retain sources of federal and state funding and provided Mpulse exposure to a new geographical market, expanding their business in the process.

Certifications

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

CDW•G does not hold any of the below certifications.

a. Minority Women Business Enterprise

☐ Yes ☒ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☒ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☒ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☒ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☒ No

If yes, list certifying agency: _____

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Subcontractors and Affiliates

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.

As needed throughout the contract, CDW•G may look to bring on additional vendors to continue to meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G has partnerships with more than 1,400 small and diverse organizations all across the US.

The way that CDW•G categorizes our subcontractors and affiliates is unique. CDW•G sometimes contracts with third parties to deliver services when there are constraints on our resources. Our Partner Services group manages these companies. These incorporate in-depth processes for determining who we work with. Our Partner Services team is comprised of Professional Service Managers and billable project managers who oversee partner management and project oversight. These service managers work directly and collaboratively with our operations team, which is comprised of billing administrators and project coordinators that are engaged at the deal level. Each partner receives a review throughout the year ranging from quarterly to yearly depending on their level of engagement with CDW•G along with engagement level surveys to manage and control quality. Partners are held to a minimum survey score to continue performing work for CDW•G.

Depending on the unique needs of each opportunity, the CDW•G Account Teams will work with OMNIA Partners Participating Public Agencies to develop a solution that is both comprehensive and strategic to the specific partner. The partner chosen will be specialized based on the work and needs of the customer. Details of the chosen partner will be provided to the interested party during scoping. Many of our partners include certifications as defined in our Diversity Programs section above, and listed additionally below:

- Minority Business Enterprise (MBE)
- Historically Underutilized Business (HUB)
- Women Business Enterprise (WBE)
- Lesbian Gay Bisexual Transsexual Business Enterprise (LGBTBE)
- Veteran Business Enterprise (VBE)
- US Business Leadership Network Disability Business Diversity Program (USBLN DSDP)
- Women-Owned Small Business (WOSB)
- Small Disadvantaged Business (SDB)
- Service-Disabled Veteran Owned Small Business (SDVOSB)
- Small Business
- HUBZone

Post-scoping, our services projects follow our Project Management Engagement Methodology which includes a heavy emphasis on communication among the parties to the contract, especially between CDW•G and the customer. These communication points include regular meetings and reports to monitor status, risks, issues, and plans.

Our manufacturing partners (such as Cisco, HP, and Microsoft) are considered subcontractors when they perform services engagements with us. We work very closely with our manufacturing partners and have many of their badged workers in our locations working with our engineering teams and brand managers. In this way, our CDW•G teams stay current with our vendor partner offerings as well as plans for product end-of-life and new product introductions. Our sales teams

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meet with our manufacturing partners quarterly and participate in sales training regularly to stay up to date on their latest offerings and offer you the peace of mind that you have a knowledgeable sales staff supporting you.

Differentiators

I. Describe how supplier differentiates itself from its competitors.

CDW•G is a partner dedicated to walking next to our customers every step of the way in their technology journey. A significant priority in SLED IT initiatives is flexible, adaptable technology that can securely enable user needs. It's not enough to provide customers with access to products they want quickly and efficiently. Procurement and Information Technology officers need to understand their options, and SLED agencies need to know their products are securely sourced.

CDW•G is uniquely positioned to serve OMNIA Partners Participating Public Agencies and is differentiated in the following areas:

- Business diversity programs and local impact
- Experience with OMNIA and OMNIA Partners Participating Public Agencies
- Best-in-class contract management
- Technical innovation
- Secure supply chain and distribution model
- Depth and breadth of solutions across hardware, software, cloud, cloud marketplace, professional services, managed services, and staff augmentation
- Past performance of successfully guiding OMNIA Participating Public Agencies through technological and industry change
- Public sector expertise with dedicated sales and technical resources aligned by industry

Robust Business Diversity Program

CDW•G is proud of our Business Diversity Program, and we believe that the structure and depth of our program are significant differentiators for each of our customers. While we are not a M/WBE-certified company, our program seeks to empower diverse and local companies in the communities we serve nationwide. Instead of simply checking the box to meet requirements, we curate a unique network of quickly deployable diverse business partners. This approach embodies the goals of our customers by creating a multiplier effect that drives job creation and contributes to lasting economic empowerment in the communities we serve.

Our program allows the City of Mesa and OMNIA Partners to support their local communities through everyday IT procurement. We work closely with the City of Mesa and OMNIA Partners Participating Public Agencies to find qualified, small and/or diverse suppliers to meet your goals, based on your requirements and needs.

In 2022, CDW spent $3.6B with certified small, diverse suppliers, and we currently feature over 1,400 small and diverse suppliers who we partner with on a regular basis. As a testament to CDW•G's commitment to how frequently we help our public sector customers meet their diversity goals with qualified partners, $2.3B of the $3.6B (nearly 64%) in 2022 was solely from CDW•G.

OMNIA Partnership Experience

Our sales force is well-versed in growing contracts and is also experienced in discussing the value of OMNIA Partners contracts. We believe the contract structure that the City of Mesa and

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OMNIA Partners offer, combined with our expertise in supporting dynamic procurement solutions with our broad customer ecosystem, provides a unique opportunity to optimize contract adoption and growth. Collectively, we remove the complexity of procurement and technology that our customers often encounter. We understand the value of OMNIA Partners and its contracts and have been successful in expanding this contract to our customers.

CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our vastly growing portfolio of offerings. Continuing to contract with CDW•G provides the City of Mesa and OMNIA Partners Participating Public Agencies with a secure partnership with a proven track record of positioning the contract nationwide and expanding the contract footprint among all SLED-eligible entities.

Contract Management Experience

While we manage numerous public sector contracts, we believe it is the breadth of our contracts and the emphasis we place on contract compliance, company-wide, that allows us to be a leader in contract management. Many suppliers have well-established delivery and installation procedures but lack the plan or personnel to ensure compliance throughout the contract's complete lifecycle.

A major differentiator for CDW•G is our Program Management Team, a group of coworkers devoted to the full life cycle of contractual sales, including managing active contracts. CDW•G invests in these resources because of our understanding that contracts are complex sets of commitments. Centralizing our contract management within one department allows us to standardize our contract management processes and share best practices. As a result, we reduce risks and improve efficiencies for CDW•G, and, more importantly, for the City of Mesa and OMNIA Partners Participating Public Agencies. With an average of over ten years of industry experience and active participation in the National Contract Management Association and World Commerce & Contracting, CDW•G Program Managers are qualified to advise and serve our customers at all stages of the contract process. CDW•G manages nearly 1,000 active SLED contracts, with OMNIA Partners contracts in the top 1% of our spend. Our contract managers become experts in their respective contract portfolios and can continue to provide insights to the City of Mesa and OMNIA Partners.

Access to the CDW•G Program Management team not only ensures contract compliance but also assures the City of Mesa and OMNIA Partners Participating Public Agencies that, when leveraging this contract, their purchases and piggyback agreements are overseen not solely by a sales team member but also by a highly skilled and specialized contract compliance professional.

Commitment to Innovation

For more than 20 years, CDW•G has been at the forefront of emerging technologies, including collaboration solutions, cloud, mobility, and virtualization, which is a major aspect of our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, software, and esports, so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them.

Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. As a

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testament to our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward. CDW•G will continue to invest, organically and inorganically, in high-growth solutions and services capabilities so that we can continue to meet the needs of the City of Mesa and OMNIA Partners.

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies change and shift over time, and we are willing to change as technology changes.

Sourcing Products and Building OEM Relationships

CDW•G has relationships with more than 1,100 leading manufacturers. When CDW•G doesn't have a direct relationship with an Original Equipment Manufacturer (OEM), we leverage our vast distribution network (i.e., Arrow, Synnex, Ingram Micro, a diverse partner, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners identify a product we do not currently provide, we will work to ensure you get what you need.

Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners. This team works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours.

Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings.

Ability to Adapt

CDW's market position, financial strength, and demonstrated agility enable us to deliver value that transcends helping our customers to meet short-term IT objectives. We are with our customers in good times, but we are also there to help them navigate difficult circumstances and unprecedented challenges.

We are relentlessly devoted to helping our customers meet the challenges related to resolving their technology needs. One way we achieve this is through our agility in adapting to the unexpected, such as during the earliest stages of the COVID-19 crisis. Because CDW•G plays a critical role in continuing to supply IT products and services to our public sector customers, we prioritized a strategic response that would ensure our customers' needs were met in the face of a significant strain on the global supply chain. We worked closely with our manufacturer partners to identify product recommendations based on projected availability. At the same time, we maintained focus on the well-being of our communities and helped our customers navigate a rapidly changing environment. We implemented stringent safety measures in our distribution centers in order to maintain business continuity while prioritizing the well-being of our coworkers. Due to our having two distribution centers in different portions of the country, we are able to maintain our supply chain in the event one of those centers goes down for any reason.

For example, when a customer needed to quickly deploy device rollouts to enable distance learning, they leaned on CDW•G to scope, design, and ship solutions in quick order. When the facilities expecting these shipments were closed without advance warning, CDW•G worked closely with the 17 colleges and universities to reroute packages and ensure the essential deliveries were received. Our teams successfully rerouted hundreds of shipments. As the

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situation continued to evolve, our teams remained in contact with our carrier partners to provide updates and continued to leverage member input and requirements to inform our company-wide strategic buying decisions.

CDW•G's unmatched product and solutions offerings, coupled with an unrivaled partner network of leading manufacturers and diverse businesses, enable us to give the City of Mesa and OMNIA Partners Participating Public Agencies a partner that can adapt to any scenario, both in the short- and long-term.

Blended Distribution Model

A significant advantage that differentiates CDW•G in the marketplace is our ability to deliver the right products at the right value, right when you need them. Many of our competitors rely on what we refer to as "virtual warehouses." These resellers are entirely reliant on their distribution and OEM partners for packaging and shipping customer solutions. This virtual warehouse model introduces extended lead times and uncertainty in sourcing and supply chain security. At CDW•G, we have blended the best of our OEMs and distribution partners' fulfillment capabilities with our own distribution centers to optimize quick and accurate fulfillment. Our same-day fill rate typically varies between 97% and 99% for credit-approved orders with in-stock products.

Public Sector Expertise

We have more than 30 years of extensive experience providing solutions to public sector customers across segments (federal, education, state and local). Our parent company, CDW LLC, was established in 1984, and CDW•G was established in 1998 to better serve our federal, state and local, and education customers. Public sector business comprised roughly 36% of our total annual revenue in 2022. We maintain over 1,000 contracts in order to serve these customers efficiently and compliantly. Our portfolio demonstrates widespread adoption and relevance, with customers actively transacting across all 50 states.

Under the new contract, we will continue these efforts, with targeted account planning in collaboration with the City of Mesa and OMNIA Partners to expand the contract footprint to small, middle, and large entities.

Litigation, Bankruptcy, and/or Reorganization

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

As of the date of submission, there are no known present or past litigation, bankruptcy, or reorganization involving CDW•G.

Felony Convictions

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.

CDW•G is a publicly held company and this reporting requirement is not applicable.

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Debarment or Suspension

L. Describe any debarment or suspension actions taken against supplier

As of the date of this submittal, CDW•G certifies that to the best of its knowledge and belief, CDW•G has not been listed by any federal or state authority as debarred or suspended.

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3.2 DISTRIBUTION, LOGISTICS

Products and Services – Overview

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.

CDW•G offers everything the City of Mesa and OMNIA Partners Participating Public Agencies' IT operations could possibly need – from enterprise-wide services to mouse pads and full turn-key solutions. The depth and breadth of products, services, and solutions CDW•G offers allows the City of Mesa and OMNIA Partners Participating Public Agencies to streamline procurement and increase efficiency by reducing the time and effort of managing multiple contracts. And as technology changes and your needs grow, so do we.

Commitment to Innovation

CDW•G has stayed in line with emerging technologies for more than 20 years. Keeping up with those technologies, such as collaboration solutions, cloud, mobility, and virtualization, has been a major aspect of our ability to grow as a company. We have actively expanded our catalog, certifications, and solutions to address the latest IT developments, including cloud, IoT, drones, and esports so that we can continue to meet the evolving needs of the City of Mesa and OMNIA Partners Participating Public Agencies. In addition, we have dedicated CDW•G resources aligned to these solution areas to help the City of Mesa and OMNIA Partners Participating Public Agencies understand and implement them.

Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies. As a testament to our dedication to innovation, CDW received CRN's 2023 Internet of Things (IoT) Innovators Award; this annual program honors North American solution providers that recognize the enormous potential of IoT, have integrated cutting-edge technologies into their portfolio, and are driving IoT innovation forward.

Sourcing Products and Building OEM Relationships

CDW•G will continue to invest in high-growth solutions and services capabilities so that we can continue to meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs. Should CDW•G not have a direct relationship with an OEM, we have been successful in utilizing our vast distribution network (i.e. Arrow, Synnex, Ingram Micro, and more) to source a product request. As such, should the City of Mesa and OMNIA Partners Participating Public Agencies see a product we do not currently have, we will work to ensure you get what you need. Additionally, our Product and Partner Management team is dedicated to onboarding new OEMs and partners and works proactively to identify customer-leveraged OEMs to onboard into our ecosystem of partners. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours.

Our sales staff and engineers are in steady communication with customers regarding their needs and vendor partners regarding changing product lines and new offerings. CDW•G is in

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touch with industry leaders on many levels, and we have ready access to sources that review and rate current products and industry trends.

Acquisitions

Since CDW•G's last proposal to the City of Mesa and OMNIA Partners Participating Public Agencies, we have invested in several meaningful acquisitions that have enhanced our already comprehensive offering even further. Our acquisitions contribute to our ability to continue to meet the evolving needs of our customers. These acquisitions contributed to our being recognized by Frost & Sullivan with the 2022 Global Customer Value Leadership Award for the second year in a row. Frost & Sullivan presents this award to the company that demonstrates excellence in implementing strategies that proactively create value for its customers with a focus on improving the return on the investment that customers make in its services or products. An overview of our acquisitions over the last four years is as follows:

2019	In October 2019, CDW acquired Aptris, Inc., a distinguished IT service management solutions provider and ServiceNow Elite Partner. Aptris' talent and expertise further expanded our services capabilities in this fast-growing segment of the IT market and enhanced the value that we can deliver to the City of Mesa and OMNIA Partners Participating Public Agencies.
2020	In July 2020, CDW acquired IGNW, a leading provider of cloud-native services, software development, and data orchestration capabilities; this acquisition allows us to continue to provide highly technical solutions to our customers. In December 2020, CDW acquired assets of Aeritae, a ServiceNow Elite Partner, and Southern Dakota Solutions, a specialist in IT Asset Management design and implementation, allowing us to provide more robust ServiceNow system integration services to our customers.
2021	In March 2021, CDW acquired Amplified IT, a leading education-focused consultancy that brings a blend of technical skills and knowledge to the K-12 and Higher Education markets. This acquisition strengthens our Education practice so that we can continue enabling and empowering schools to leverage innovation. In August 2021, CDW acquired Focal Point Data Risk, a leading provider of cybersecurity services with customers across a diverse set of industries. Acquiring Focal Point has added more resources for CDW•G to better deliver security solutions and services within four areas: Identity and Access Management, Cyber Security and Data Privacy, Cyber Workforce Development, and Risk Consulting. Significantly, Focal Point Academy is the longtime leader in cyber workforce development. This acquisition has propelled CDW to become the largest Security Integrator in North America. In December 2021, CDW completed our acquisition of Sirius Computer Solutions. Our acquisition of Sirius combines our full-stack expertise with Sirius's broad portfolio of solutions and a team of experts with more than 5,500 professional and technical certifications who specialize in Business Innovation, Digital Infrastructure, Cloud, Security, and Managed Services.
2023	In February 2023, CDW acquired Locus Recruiting LLC (Locus), an experienced consulting team specializing in staff augmentation, information security, cloud

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computing, networking, and infrastructure. Our acquisition of Locus enhances our staff augmentation practice so that we can continue to provide cost-effective resources to support our customers' needs.

In June 2023, CDW acquired Enquizit, an experienced provider of AWS cloud services, helping us better solve customer challenges and deliver meaningful outcomes through innovative technical solutions.

Partners

As one of the largest value-added resellers (VAR), CDW•G has established strong working relationships with the major suppliers in the technology industry. We maintain these relationships in order to provide the best products, services, and support to our customers. We offer more than 100,000 products from more than 1,100 different manufacturers and software publishers. Our top partners have full-time representation at our sales offices to facilitate requests for information and assist with designing the best possible solution.

Many manufacturers choose CDW•G as their primary reseller because of our vast distribution network and the value-added services that we provide to our customers. CDW•G invests heavily in the training and certification of our account managers and technical staff. We work closely with our vendor partners to remain current with the latest technologies and to deploy and manage those technologies in customer environments. We have received awards and recognition from our manufacturer partners for developing and delivering exceptional solutions. Specific insight into some of our partnerships is provided below:

Microsoft

As one of only a select group of Microsoft Cloud Solution Providers (CSP) with all solution designations, CDW•G has the expertise you need to get the most out of your Microsoft products. We work closely with Microsoft to ensure that our solutions are cohesive; you get the whole bundle (licenses, migrations, modernizations, automation, and management) directly through CDW•G, which saves you time and money. With deep implementation experience across Microsoft's portfolio of hardware, software, and the cloud since our partnership began in 1999, we are the right partner for delivering Microsoft solutions.

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



We have earned all 6 of Microsoft's Solution Designations and are now among the elite Microsoft partners certified with the Microsoft Solutions Partner Designation for Microsoft Cloud. In 2022, we received the following awards:

- US Device Partner of the Year
- Surface Customer Adds Award Winner

Google

We are a Premier Google Partner. Together, Google and CDW•G bring you the best of Google solutions to grow and support your modern workforce. We are one of only four Google partners certified with Google CCAI expertise along with having three of the world's 66 Google Cloud Fellows on staff. In 2023, we received the following awards:

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- Partner of the Year in the Expansion category for its success in helping customers achieve better results through Google Workspace
- Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes

Oracle

We are an Oracle Gold Partner. Our exceptional coverage, relationships, integration, asset management tools, image loads, and streamlined procurement processes allow us to be a trusted advisor on Oracle for the City of Mesa and OMNIA Partners Participating Public Agencies, making it easier to get the Oracle expertise and services needed to provide you with complete Oracle solutions.

Apple

As a Diamond Elite partner, we had a very successful, established relationship with Apple. Apple products and services combined with our legendary logistics and services capabilities offer the City of Mesa and OMNIA Partners Participating Public Agencies improved profitability and employee productivity while simplifying IT overhead and lowering overall costs.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies K-12 customers.

Dell

CDW•G has complete access to all of Dell Technologies and Dell EMC's product lines, selling the entire Dell product portfolio of client devices, displays, accessories, software, data storage, server, networking, and services. This portfolio includes RSA® and VMware®. With over 90 onsite CDW-badged dedicated resources and 250 Dell Technologies-badged resources, the Dell and CDW relationship is stronger than ever and suited to meet and configure all customer IT needs.

HP

We have strong partnerships with both HP Inc. (HPI) and Hewlett Packard Enterprise (HPE); as a Platinum Partner, we have the experience and expertise to help the City of Mesa and OMNIA Partners Participating Public Agencies design the best solution.

This last summer, we received the following awards:

- 2023 Global Solution Provider of the Year
- 2023 North America Solution Provider of the Year
- 2023 Consulting Partner of the Year by Zerto, a Hewlett Packard Enterprise company.

IBM

We are a Diamond Elite IBM Partner and have been providing IBM solutions for over 25 years. Our IBM-dedicated team consists of nationwide sales, technical, and marketing experts. As an IBM Platinum Business Partner, CDW•G is authorized to sell IBM solutions – from servers and storage to software and technical services. CDW is the leading IBM Security software reseller in the United States.

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Lenovo

Our strong partnership with Lenovo is a benefit to our customers, who receive top-quality Lenovo products quickly and efficiently. We are currently the largest Direct Response Channel Partner of Lenovo products.

Panasonic

CDW•G is a Panasonic Diamond-level partner and member of the Panasonic Authorized Reseller Program, authorized for computers and tablets, projectors, professional displays, scanners, and presentation technologies. CDW•G is Panasonic's largest Toughbook computer reseller in the channel.

Cisco

We are a Cisco Gold Certified Partner. We have attained the broadest range of expertise across multiple technologies, and we are Cisco's Largest US National Direct Integrator Partner. In November 2023, Cisco recognized us with the following awards:

- Data Center Partner of the Year (Global)
- Cisco Capital Partner of the Year (Americas)
- SMB Partner of the Year (Americas – US)
- USA Partner of the Year (Americas – US)
- Area Partner of the Year (US – Central)
- Commercial Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – Central)
- SMB Partner of the Year (US – Central)
- South Enterprise Partner of the Year (US – Central)
- Enterprise Networking Partner of the Year (US – East)
- Federal Intelligence Partner of the Year (Federal)

Please note that we excluded our Canada, European, and UK awards from this list.

Juniper Networks

We are an Elite Partner with Juniper Networks; we have 100+ accreditations and 10+ certifications, including the Enterprise Routing & Switching Specialization and the Mist AI Specialization.

ExtremeNetworks

CDW•G is an ExtremeNetworks Diamond Partner. We have specializations in Security & Access Control, Cloud, Management & Automation, Data Center, ExtremeWireless, and ExtremeSwitching.

Netgear

Together, CDW•G and Netgear provide high-performance switching, wireless, and security solutions. We are authorized to sell Netgear Business, as well as Wi-Fi and networking solutions, switching, AV, remote management, and more.

Additional Partners

For your convenience, we have provided our line card that includes our full list of 1,100+ partnerships in Appendix 2.

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Product Offering

CDW•G's ability to provide product operating system license, software media, and documentation in the hardware shipment depends on the solution and the OEM; as such, we will comply with the specifications outlined in the product description as listed.

Software

a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

CDW•G is pleased to offer software solutions and applications from leading manufacturers, including Microsoft, Google, and Oracle, among many others; please see our Line Card at the end of this section labeled Appendix 2 for a full list of our partnerships; CDW•G has developed close partnerships with more than 300 of the industry's leading software publishers.

Software and Information Industry Association Membership

We are a member of the Software and Information Industry Association (SIIA). SIIA is the principal trade association for the software and digital content industry. It recognizes companies that demonstrate software industry leadership and good corporate citizenship. SIIA Certified Software Reseller (CSR) status is awarded based on the accuracy and completeness of the record-keeping process. We are one of only four resellers with SIIA certification. There is a distinct customer advantage to our membership in the SIIA: in the event that the City of Mesa and OMNIA Partners Participating Public Agencies are audited by the SIIA, an invoice from CDW•G serves as proof of ownership.

Software Products and Solutions

An overview of our software offering includes, but is not limited to, the following:

- Business Applications
  - Application Suites
  - Document Management
  - Reporting and Data Analytics
- Education
- Graphics and Design
- Networking and Servers
  - Data Archiving
  - Network Management
  - Storage Networking
- Operating Systems
- Communication
- Programming and Web Development
- Security
  - Authentication
  - Endpoint Security
  - Firewalls
- Utilities
- Virtualization

We are an industry leader when it comes to enabling customers to modernize their environment through the combination of speed and direction.

While contemporary technologies can be beneficial, if executed incorrectly, they can also quickly lead to overlap, confusion, and sprawl. Our team can help the City of Mesa and OMNIA Partners Participating Public Agencies leverage existing technology investments while integrating modern solutions and tools. With the help of CDW•G, the City of Mesa and OMNIA Partners Participating Public Agencies can create simplified outcomes that are easy to manage and fiscally beneficial. Our team delivers full-stack, modern infrastructure and software delivery

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focused on cloud native and hybrid-cloud adoption. Key practice areas include, but are not limited to, the following:

- **Advanced Infrastructure and Hybrid IT:** Consulting and delivery services for modern data center architecture, networking, servers, virtualization, and container and cloud platforms.
- **Full Stack IT Automation & Orchestration:** Consulting and delivery services in modern concepts for systems automation, infrastructure-as-code (IaC), and configuration management from physical network and servers to cloud.
- **Systems Integration & Software Engineering:** Consulting and delivery services in modern software development and delivery, web development, mobile development, distributed systems, microservices, and serverless environments.
- **DevOps:** Consulting and delivery services in DevOps, cultural assessments, organizational redesign, continuous integration/continuous deployment (CI/CD), and modern software delivery.

Software Services

In addition to our comprehensive software application and solution offering, CDW•G also has a variety of services to help you with your software needs. CDW Software Services takes a pre- and post-sales consultative approach to help you manage the assessment, validation, deployment, and management of software assets through every stage of their lifecycle. Our Total Software Management solution provides everything you need to make every step of software management simple and effective. CDW•G has everything the City of Mesa and OMNIA Partners Participating Public Agencies need to begin exploring software options, including, but not limited to, the following:

- Extensive knowledge of the software industry and publishers
- Insight into the latest trends and products
- Decades of experience in enhancing software environments
- Comprehensive process to review goals and technical requirements
- A comprehensive portfolio
- Expertise in cloud apps

Our software experts will identify your current license position and renewal timeline, as well as provide a review that is easy to understand so that you can maximize returns on your software investment. Our review helps you organize and track software, prepare for purchases, and educate teams about the software infrastructure. The review:

- Determines whether current agreements fit your needs
- Identifies opportunities for agreement consolidation
- Shows when your agreements are up for renewal

Our long-standing partnerships with top software vendors give us a deep understanding of each one's unique licensing requirements. CDW•G is committed to maintaining the highest level of knowledge and expertise surrounding software solutions. We will leverage our close partner relationships and continue to invest in our workforce to ensure we stay in front of the ever-changing landscape within this area.

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Success Story – Local Community-Development Services

Background

This local government entity sought assistance for their IT licensing renewals and assistance in guiding their organization through the intricacies of software licensing agreements. The customer contacted CDW•G to assist with their upcoming renewals, help manage their software licenses, maintain compliance, and optimize costs.

Solution

CDW•G has a thorough process to ensure that the customer's needs were met. This engagement included a detailed evaluation, careful planning, negotiating with vendors, finding cost-effective solutions, minimizing risks, and keeping meticulous records. Not only did this approach meet the customer's immediate licensing requirements, but it also had long-term advantages in terms of regulatory compliance, cost reduction, and resource management.

Outcome

With the help of CDW•G, the customer was able to renew their essential software licensing on time, ensuring uninterrupted access to critical resources. This positions them to manage IT resources effectively and allocate budgets efficiently.

In the end, the customer's CDW•G team provided expertise on licensing models, negotiation strategies, and industry standards to ensure compliance, prevent legal complications, and reduce expenses.

Software Value-Added Services for the City of Mesa and OMNIA Partners Participating Public Agencies

CDW•G does not compete on price alone. As a vendor-neutral solutions provider, assisting with presales recommendations is one of our strong suits. We are the number one reseller to many of our vendor partners, such as Microsoft, VMware, and Adobe. Therefore, we have the expertise, experience, and resources to provide the best solution for the City of Mesa and OMNIA Partners Participating Public Agencies. Our close relationships mean that we receive competitive price offers and timely notifications regarding product changes. This allows the account team to keep the City of Mesa and OMNIA Partners Participating Public Agencies appraised of new product releases, version changes, and price changes, all of which affect how you purchase software.

CDW•G offers the City of Mesa and OMNIA Partners Participating Public Agencies the following value-added services:

- Assessments
  - Software License Review
  - Demonstration Labs (such as our Microsoft Experience Center)
  - Virtualization Assessment
  - Security Threat Check
  - One-to-One Readiness
- Trial License Key Codes
- Educational resources and important notifications, including email notifications, webinars, CDW's Solution blog, Software Simplified, and White Papers, among others
- Software purchase reports

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- Available software promotions
- Sponsored vendor events designed to keep the City of Mesa and OMNIA Partners Participating Public Agencies in the know of industry trends

Licensing Strategy Consultation

- Current licensing assessment
- Analysis of current and future needs
- Discussion regarding procurement preferences
- Multiple quotes for side-by-side comparison

Ongoing Licensing Strategy Sessions

- New products
- Software Assurance benefits utilization
- Changes in licensing structure
- Future procurement planning

Quarterly and Ad Hoc Reporting

- Help for managing maintenance agreements
- Reminders for expiration-sensitive products
- Analysis of options for coterminous agreements
- Comprehensive online reporting of all software purchases from CDW•G

Customized Procurement Plan

- Multi-year license procurement roadmap

License Agreements

- Provide for the City of Mesa and OMNIA Partners Participating Public Agencies Education on License Agreement Terms & Conditions
- License Agreement setup and processing

Our expertise extends to everything from the evaluation process and technology planning to software purchasing and the contract management tasks ahead. CDW•G is committed to coordinating the resources needed to provide helpful insight on right-fit options for your specific needs. In fact, we have over 320 coworkers specifically dedicated to Software Licensing, Solutions, and Services.

We believe the City of Mesa and OMNIA Partners Participating Public Agencies will find that our business model provides one of the best values that the industry has to offer for licensed software. Our resources and our value-added tools provide the City of Mesa and OMNIA Partners Participating Public Agencies with the pricing and partnership that you deserve and make procurement easier. We have the best-in-class solution today, but we will continue to evolve in order to maintain our leadership role, expand and enhance our value proposition, and better serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Local Government Entity

Background

In 2022, this local government entity transitioned from on-premise technology solutions to the cloud and required continued guidance to understand the solutions, licensing support, and help to educate their end-users. The customer wanted a partner to help evaluate their current

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license entitlements and solutions to fit user profiles. Their top priorities were to reduce costs and improve end-user satisfaction.

Engagement and Solution

We have managed the customer's Microsoft Enterprise Agreement (EA) for the last six years and conducted regular communication and quarterly business reviews to stay in touch with the customer's needs. As a part of the year 1 true-up process, we engaged the customer to review licensing and end-user functionality requirements.

To help this customer meet their goals, we provided them with cost analysis and guidance for Microsoft M365 E3, E5, and F3 products in addition to on-premise server products, including SQL and Windows Servers.

Outcome

CDW•G's engagement helped the customer to consolidate their licenses and achieve cost savings by requesting reductions on cloud licenses prior to their two-year anniversary and replacing them with M365 E3. By educating the customer on license compliance and options to Step-up, this local government entity recognized significant cost-savings. Ultimately, the customer greatly appreciated CDW•G's contribution and has recognized an enhanced Microsoft experience overall.

Personal Computer Systems

b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's broad array of offerings includes desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise and Middle Tier contractors. We are authorized to sell the various partners' full suites of products: Apple, Dell, Hewlett Packard (HP), IBM, Lenovo, and Panasonic, among many others.

Desktops

Desktop computers come in all shapes and sizes and are used for tasks ranging from web browsing to high-resolution media creation, and CDW•G offers products to meet any need. We offer All-in-One computers, Mini PCs, Thin Clients, Towers, Workstations, and more. Our selection includes popular brands, including, but not limited to, HP, Dell, Lenovo, Acer, Asus, Apple, among others. Additionally, the City of Mesa and OMNIA Partners can buy desktops pre-built or parts can be purchased and assembled in the configuration of your choosing; desktops can be upgraded or customized to grow alongside your needs as a user.

Laptops & 2-in-1s

When you need the power of a desktop but lack the space, laptops are an excellent solution for mobile computing. 2-in-1 computers are another powerful portable solution because, while similar to laptops, these devices can function as tablets and benefit from the integration of touchscreen displays or drawing accessories in some models. CDW•G has a wide range of laptops and 2-in-1s computers ready to meet any of your needs, including, but not limited to, those from Acer, Dell, HP, Microsoft, Panasonic, and more.

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Tablets

Sometimes, both desktops and laptops may be too large for a particular space. Tablets are versatile devices that can perform many of the same tasks as their counterparts but in an easily transportable package. When combined with peripherals such as dedicated keyboards or additional displays, tablets can further blur the line between themselves and their desktop counterparts. We offer tablets from popular brands like Apple, HP, Lenovo, Panasonic, Samsung, and more.

Success Story: Large Device Rollout for the US Census Bureau

Background

When the US Census Bureau wanted to increase security and accessibility for the last Decennial Census, the Bureau trusted CDW•G.

The Census Bureau had a short-term need for mobile devices to enable a workforce to accurately capture data about America's people and its economy. Secure and easily accessible, the ideal device would utilize satellite technology to help field workers visualize each neighborhood.

We compared manufacturers to determine which could provide the most reliable, cost-effective technology. The products that best suited the Bureau's needs and those that were recommended to the customer included the Apple iPhone and a lightweight Dell laptop with a custom case and adjustable straps.

CDW•G was responsible for acquiring the devices, provisioning and configuring them, and getting them to the Census Bureau's local offices.

Outcome

Our service model offered the solution on a subscription basis to keep costs predictable and ensure mission alignment. In addition to overall program management, CDW•G offered mobile devices and accessories, custom device configurations, equipment staging, kitting, imaging, and inventory management. Our offerings also included wireless services from multiple cellular carriers, nationwide deployment, user help desk and field support, secure asset management, and device decommissioning and disposition when data collection concluded. CDW•G could quickly redeploy assets if there were any personnel changes. Approximately 60,000 laptops, 350,000+ iPhones, and 25,000 iPads were issued under management.

Our state-of-the-art distribution and configuration centers provided logistical agility and flexibility while demands fluctuated. Together, we simplified the Bureau's processes and increased efficiency while remaining secure. Read more about this story here.

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Standard Business and High End Workstations

c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's standard business and high end workstation offering allows the City of Mesa and OMNIA Partners Participating Public Agencies to experience professional-grade performance with our selection of solutions. Our offering includes solutions designed to handle any task, including creating projects and application development.

CDW•G offers workstations with processor speeds of 1.1GHz all the way up to 5.6GHz with hard drive capacities ranging from 256 gigabytes to 8 terabytes. Brands include, but are not limited to, Apple, BOXX, Dell, HP, Lambda, Lenovo, and more.

Laptop Computers and Notebooks

e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

CDW•G's product portfolio includes laptop computers, 2-in-1 laptops, notebooks, port replicators, docking stations, and more from leading manufacturers, including Acer, Dell, HP, Lenovo, Microsoft, Panasonic, Samsung, and others. An overview of our offering includes, but is not limited to, the following:

Windows Laptops

We offer a wide selection of Windows-based laptops; Windows laptops have many powerful tools integrated into the operating system that are uniform across various businesses.

MacBooks

Apple products, specifically MacBooks, are among the most popular laptops globally for both students and professionals. These devices are a perfect hybrid of aesthetics and performance and have robust and powerful software that is standard in each machine. MacBooks also effortlessly pair with other Apple products, such as iPhones or Apple Watches, to maximize the performance of each device.

Note: Only Apple is allowed to sell Apple products to K-12 customers, including both private and public schools. If this policy is repealed, CDW•G is equipped and ready to serve the City of Mesa and OMNIA Partners Participating Public Agencies.

Chromebooks

Chromebooks are excellent alternatives that function using applications hosted on the internet. This way, the cost of Chromebooks can remain affordable without sacrificing functionality. CDW•G has a large selection of devices that can meet the City of Mesa and OMNIA Partners Participating Public Agencies' diverse needs.

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Ultrabooks

Ultrabooks are powerful laptops that are slim in size but feature industry-leading technology geared towards pushing performance to the absolute maximum. Ultrabooks are also an excellent choice for any design or media-based work. Their robust components allow for maximum performance in multiple locations.

Network Equipment

f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

CDW•G's broad array of offerings includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces, and fiber channels. The class of equipment that we offer includes home office, small and medium business, and enterprise. We are authorized to resell from more than 1,100 leading manufacturers, including, but not limited to, Cisco, Dell, Juniper Networks, HP, Extreme Networks, and Netgear. CDW•G will work with the City of Mesa and OMNIA Partners Participating Public Agencies to determine the best networking equipment to meet each of your needs.

An overview of our network equipment product offering includes, but is not limited to, the following:

- Network Adapters
  - Ethernet Adapters
  - Host Bus Adapters
  - Transceiver Modules
- Network Management
  - Console & Device Servers
  - Load Balancers
  - Network Management Devices
  - Network Testing
  - Print Servers
- Network Security
  - Firewalls & VPN
  - Security Appliances
  - Security Tokens
- Security Cameras & Surveillance
  - Proximity Cards & Readers
  - Security Cameras
- Routers
  - Wireless Routers
  - Cable & Phone Routers
  - Router Modules and Accessories
  - Data Routers
  - Security Routers
  - SD-WAN
- Switches
  - Ethernet Switches
  - Fiber Channel Switches
  - Modular Switches
- Wireless Access Points
  - Indoor/Outdoor
  - Enterprise
  - Mesh

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Monitors

g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

CDW•G's product portfolio offers a variety of monitor solutions, including plug-and-play compatible monitors. Should the City of Mesa or any OMNIA Partners Participating Public Agency have specific UL or OSHA requirements to meet, we will work with you to determine the best products that meet your needs, requirements, and budget.

CDW•G understands that the right computer monitor or display can make all the difference. No matter the purpose, we get that a good monitor is important to you. CDW•G offers a wide range of monitor and display types with response times of less than 2 ms and 4k resolution. Plus, we partner with all the top monitor brands, including Acer, ASUS, HP, Lenovo, LG, MSI, ViewSonic, and many more.

Computer Monitors

Computer monitors are an integral part of any setup. For design and media-specific industries, high-resolution monitors are a must and need to be paired with an adequate graphics card. Other display solutions, such as business computer monitors, are capable of standard office tasks such as word processing or web browsing. No matter what you need a display for, CDW•G has a large selection of computer monitors from industry-leading brands and manufacturers. We are committed to working with you to determine what suits your needs.

Large Format Displays

One of the most powerful tools for a modern business is the implementation of large-format displays. Everything from adaptive menus to digital signage and anything in between can quickly be displayed or adjusted on these large screens. Devices such as smart boards have changed the educational landscape and make lessons and presentations more accessible and diverse than ever before. For advertising, these displays save money and significantly reduce paper waste and the City of Mesa and OMNIA Partners Participating Public Agencies' environmental footprint.

Monitor Accessories

CDW•G experts can help the City of Mesa and OMNIA Partners Participating Public Agencies determine which accessories will work best for you and how they can improve your setup. Monitor accessories like mounts or privacy screens allow you to maximize productivity in any location. Other accessories like specific cables or adapters work to ensure any device can interface and work with any monitor.

Projectors

In addition to a large selection of monitors and accessories, CDW•G also offers projectors. While not technically monitors, projectors are a common form of computer display that allow the City of Mesa and OMNIA Partners Participating Public Agencies obtain display sizes far more extensive than any screen. These large-size displays are perfect for video conferencing with groups, work presentations, staff meetings, or even community events in the park. We offer interactive projectors, large venue projectors, office projectors, as well as projector accessories, from leading brands such as Epson, Sony, LG, and more.

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Computer and Network Products, Peripherals, Accessories, and Components

h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

With a product portfolio that includes 100,000+ products, CDW•G can meet the needs of the City of Mesa and OMNIA Partners Participating Public Agencies. We are pleased to offer the items you need, including, but not limited to, RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, and more.

Our product offering for this category includes, but is not limited to, the following:

Cables

- Audio & Visual Cables
- Cable Management
  - Cable Organizers
  - Clips
  - Cable Ties
  - Desk Cable Solutions
- Cables & Connectors
  - Cable Connectors
  - Power Cables
- Ethernet Cables
  - Cat 6 Cables
  - Fiber Optic Cables
  - Network Cables
- Monitor Cables & Adapters
- USB Cables & Adapters
  - USB Adapters
  - USB Cables
  - UB Hubs

Computer Accessories

- Computer Components
  - Computer Memory
  - CPUs
  - Motherboards
- Computer Monitors
- Docking Stations & Port Replicators
- Keyboards & Mice
  - Keyboards
  - Keyboard & Mouse Bundles
  - Mice
- Laptop Accessories
  - Laptop Batteries
  - Laptop Chargers & Adapters
  - Laptop Memory
  - Carrying Cases
- Monitor Accessories
  - Monitor Cables & Adapters
  - Monitor Mounts
  - Privacy Screens
- Tablet Accessories and Cases

Electronics

- Cameras & Video Cameras
  - Cameras
  - Drones & Accessories
  - Video Cameras
- Cell Phones & Accessories
- Smartwatches
- STEM & Robotics
  - Beginner to Advanced Kits
  - STEM Tools and Accessories
- TV & Video

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  - Cell Phones
  - Cell Phone Cases
- Headphones
- Microphones & Audio Systems
- Phones & Phone Accessories
  - Conference & Speaker Phones
  - Landline Phones
  - VoIP Phones
  - Streaming Devices
  - TV Accessories
  - TVs
- Video Conferencing
  - Conference Room Cameras
  - Video Conference Systems
- Webcams

Power

- Battery Backups
  - UPS Accessories
  - UPS Battery Backups
  - UPS Battery Replacements
- Computer Accessories
  - Laptop Chargers & Adapters
  - Power Supplies
- Power Management
- Power Strips & Surge Protectors
- Racks & Enclosures
  - Air Distribution & Cooling
  - Rack Accessories
  - Racks & Cabinets

Storage & Hard Drives

- Drive Arrays
  - Duplicators
  - Flash Arrays
  - Hard Drive Arrays
- Hard Drives
  - Internal Hard Drives
  - External Hard Drives
- Storage Media
  - DVD & Blu-Rays
  - Tape Cartridges
- Storage Mounts & Enclosures
- USB Flash Drives

Information Technology/Educational Furniture

i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

CDW•G offers Information Technology and Educational Furniture to the City of Mesa and OMNIA Partners Participating Public Agencies. We offer furniture design, delivery, and installation, along with services that are included with the OEM offering, which may include parts, maintenance, repair, and replacement. We offer a variety of information technology and educational furniture from leading manufacturers, including Varidesk and Ergotron, that can meet the needs of customers ranging from small local government to the largest university system. CDW•G offers IT and educational furniture, including, but not limited to, sit and stand desks, office chairs, workstations, desktop accessories, ergonomic accessories, mounting hardware, printer and scanner accessories, as well as office basics and tools, calculators, document scanners, document cameras, charging carts, and more.

Classroom Design

Whether the City of Mesa and OMNIA Partners Participating Public Agencies are creating a space that supports individual study, large group work, or putting together makerspaces for

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STEM/STEAM students, the possible classroom layouts and technology configurations are endless. Whatever you're trying to achieve, CDW•G can make IT happen.

In fact, CDW Blueprint to Design® is an ideal tool to help districts, schools, and teachers reimagine their classrooms and building space to maximize learning outcomes. The program was created in 2017 and helps educators navigate the addition of classroom IT products and technology, alongside stationary and modular classroom furniture, and create collaborative learning environments. Since then, more than 900 K-12 schools and universities have participated in the program.

Our Education Strategists, teamed with our CDW•G Solution Architects and Account Team, work together to help educators figure out the best classroom design for their space, ensuring space maximization aligned with the desired purpose. Since CDW•G is vendor-neutral and has an extensive product offering, we recommend the best vendor for that given classroom, school, or district.

Success Story: Rochester City School District

Background

Leaders of Rochester City School District (RCSD) came to a few important conclusions several years ago: they needed to modernize instruction, they wanted education to be engaging and interactive, and redesigned learning spaces would be a big piece of the puzzle. Like many innovative schools, RCSD envisioned a classroom with comfortable seating, modular furniture to suit variety of instructional needs, and technology that includes mobile devices, Wi-Fi, and digital displays. To create the proof of concept, the district turned to CDW's Blueprint to Design.

Engagement and Solution

RCSD leaders met with CDW•G Account Managers and an Educational Strategist to discuss their objectives. The CDW•G team shared those findings with designers, who created several choices for RCSD to review, including full-color, 3D renderings. The district also wanted flexible furniture and a variety of seating for all grade levels.

District leaders were impressed with CDW•G's design work, and once they settled on a plan, they built a 25-by-24-foot modern classroom that is stylish, colorful, and airy. In one configuration, two sets of curved desks are arranged in a circle, so students can work individually or in groups. RCSD also equipped the room with a cart of 30 Chromebooks, fast Wi-Fi through a Cisco Systems access point, a MakerBot Replicator 3D printer, and table-level charging stations. Two 75-inch Triumph interactive flat-panel displays hang on the walls, flanked by a table and soft-cushioned, rainbow-colored stools.

Students roam around the classroom to collaborate and problem-solve. They use Chromebooks, but they also use pencil and paper. Every desktop doubles as a dry-erase board, so students can jot notes and sketch on their desks.

Outcome

Rochester's new modern classroom has garnered rave reviews from students and teachers. The room hosts fifth graders from around the district for internet safety and digital citizenship classes. Older students use the space after school for online credit recovery.

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As district leaders hoped, the classroom has inspired educators to reimagine other learning environments, including libraries and makerspaces. Read more about how CDW•G helped RCSD design a custom learning environment here.

Services Offering

j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

CDW•G provides the required services listed above with insight into each throughout the remainder of this section. Our full-stack engineering services team focuses on digital transformation – from code and applications to cloud, data, and security – to help you accelerate innovation, enhance user experiences, and optimize collaboration, all while delivering agility and cost efficiencies.

Lifecycle of Services

In today's competitive market, the speed of digital priorities is critical to success, yet technical complexities can slow progress. CDW•G's **full lifecycle of services** supports the City of Mesa and OMNIA Partners Participating Public Agencies' internal team and helps you focus on your short-term and long-term goals. Our experts help you design, orchestrate, and manage your technology environment:



Design – Advisory and Assessment

Using a wide breadth of tools, data, and decades of expertise, we offer strategic advisory services, workshops, assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.



Orchestrate – Building, Implementation, Deployment

Our expert engineers configure and deploy your solutions to help the City of Mesa and OMNIA Partners Participating Public Agencies implement technology according to your organization's unique needs and ensure it works from day one. We build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

Manage – Continuous Support and Operations



CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies save time and money and augment internal IT team bandwidth with 24/7/365 support and expert management of any aspect of your technology solution.

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- **Managed services:** With proactive monitoring, automation, alerting, analysis, maintenance, and performance of operational functions of an organization's contracted technology environment, CDW•G provides end-to-end support of your complex environments.
- **Technical support and continuous improvement engagements:** CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

We provide greater insight into our full Managed Services capabilities later in this section.

CDW Services Overview

Our professional services help the City of Mesa and OMNIA Partners Participating Public Agencies amplify your capabilities at any stage of your technology journey. IT services are a critical necessity for government entities and public agencies. Our IT services are built to help the City of Mesa and OMNIA Partners Participating Public Agencies tackle various day-to-day challenges, such as increasing efficiency and maximizing costs, while allowing you to free up your internal resources to focus more on core projects. However, not all government entities and public agencies are fully equipped with the necessary resources or have access to the technical experience and support that they need. Our services allow the City of Mesa and OMNIA Partners Participating Public Agencies to focus more on their residents and constituents.

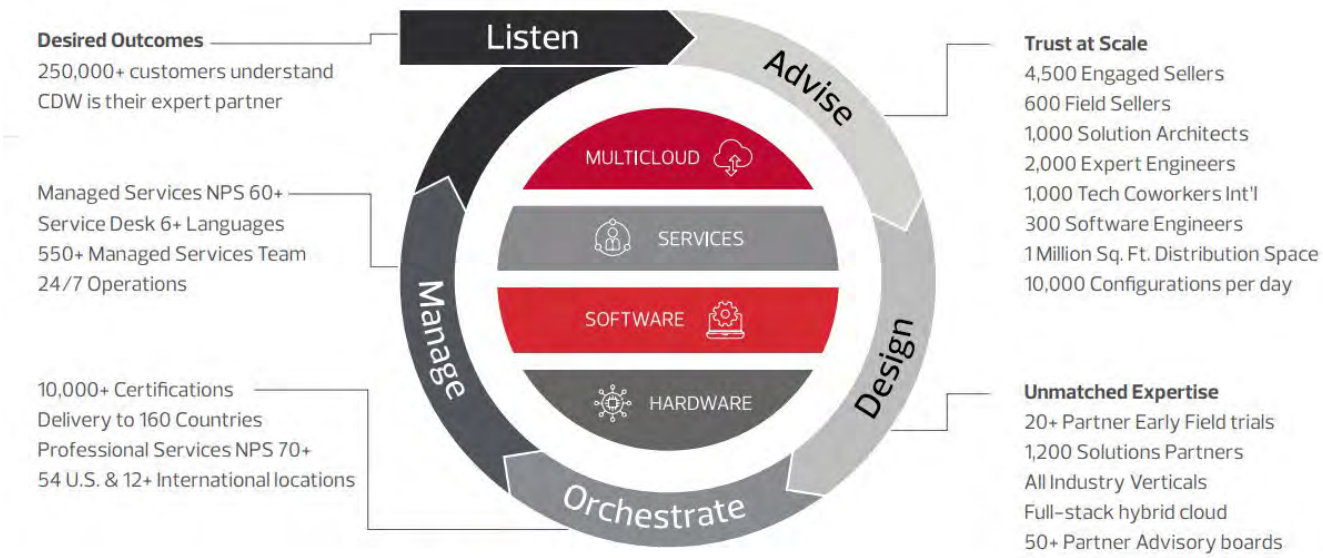


Figure 15. CDW•G's Lifecycle of Services

CDW Services consists of the following services, each with its own focus, experts, and capabilities:

CDW Infrastructure Services provide expertise, tools, and resources to scale and future-proof your infrastructure. We help the City of Mesa and OMNIA Partners Participating Public Agencies upgrade existing architecture and prepare for what's to come, whether on-premises, migrating

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to the cloud, or in the cloud. We also modernize applications, streamline delivery through DevOps (CDW Development Services), and write custom, cutting-edge apps that drive business. To ensure all of your needs are being met, we have broken our Infrastructure Services into the following categories:

- **CDW Hybrid Cloud** consists of cloud and hyperconverged infrastructure services.
- **CDW Networks** deals primarily with enterprise networking as well as data center networking.
- **CDW Data Center** encompasses soft-ware defined data centers, data center migration and optimization, next-gen backups, compute and storage solutions, as well as power and cooling solutions.
- **CDW OS** includes operating systems, applications, and services.
- **CDW Software Engineering** includes DevOps, as well as software design and consulting.
- **CDW App Modernization** deals specifically with Application Modernization.

CDW Workspace Services provide a comprehensive approach that allows employees to work from anywhere, on any device. We enable the City of Mesa and OMNIA Partners Participating Public Agencies to build a communications platform that grows with you, is rapidly adopted by end users, and helps improve business outcomes through seamless collaboration. Our workspace services are broken into the following categories to meet a variety of complex needs:

- **CDW Collaboration** services deal primarily with communications, messaging and conferencing, video, applications such as Office 365, engagement contact centers, as well as portals and content collaboration.
- **CDW Endpoint** services encompass management and security, mobility, mobile workspaces, unified endpoint management, and managed print services and printer supplies programs.

CDW Security Services provides independent evaluations of security posture and helps government agencies fortify their weaknesses. Our certified experts design comprehensive strategies and solutions for protection and response. Our security services are broken into the following categories:

- **CDW Secure Platform** includes next-generation firewall and IPS, content security, identity and access management, network visibility, and endpoint protection, as well as policy and access.
- **CDW Detect and Respond** deals with log aggregation and correlation, as well as security incident response.
- **CDW Information Security** deals only with information security services.

CDW Data Services, including artificial intelligence (AI) and machine learning (ML) services, offer actionable insights that give you a stark competitive advantage. Design, build, and deploy modern data analytics and AI/ML solutions for storing, transforming, discovering, and operationalizing your data. We have broken our data services into the following categories:

- **CDW Data** focuses on data modernization and data analytics.
- **CDW AI/ML** deals specifically with machine learning analytics (ML) and artificial intelligence (AI) data analytics.

CDW Support Services delivers custom warranty, maintenance, and support services that augment your IT staff so they can focus on maximizing business outcomes. We offer a variety of support services for hundreds of manufacturers; these services include the following:

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- **CDW Technology Support** is a branded service backed by the Original Equipment Manufacturer (OEM) collaborative warranty support service. Our depth and breadth of expertise enable us to get a top-level engineer quickly, resulting in faster incident resolution.
- **CDW Extended Support** provides continuous break/fix support service on equipment that its manufacturer no longer covers (N-1 or older) or is nearing end-of-service (EOS) life.
- **Help Desk Services** connects you with our Managed Services team and helps put the right people, processes, and tools in place.
- **Warranty and Maintenance Services** allow us to keep your equipment – and organization – running with expanded and extended warranties as well as custom maintenance contracts that include on-call experts and break/fix agreements.

CDW Configuration and Integration Services make sure your new technology is ready to work on arrival, whether we are building out a data center solution with fully configured racks, facilitating a multisite deployment of pre-configured computing devices, or handling single-device provisioning. We offer basic and advanced services:

- **CDW Basic Configuration and Integration Services** include hardware integration, software configuration, asset tagging and reporting, custom laser engraving, Windows autopilot enrollment with Intune pre-provisioning, Chrome OS White Glove Service (WGS), and Zero-Touch Enrollment (ZTE), inserts, kitting, and custom packaging, buy and hold services, mobility services, and burn-in services.
- **CDW Advanced Configuration and Integration Services** consist of hosted VPN services, custom imaging, network and security device configuration, and rack configuration.

Success Story: Citizen Support Entity

Background

This State has more than 200 libraries dispersed throughout business centers and other areas where community members frequently visit. To increase efficiency, this State entity wanted to digitize their content and workflow to lessen the processing and approval time for public benefits applications. The customer's goal was to offer convenient access in a friendly environment while also downsizing the number of staff needed in the process.

Engagement and Solution

As their chosen consultant, CDW•G answered any remaining questions regarding the hardware and use cases to ensure that the solution matched the desired outcome. The CDW•G Team also determined which CDW Configuration Services would be most applicable to this project and the customer's overall mission.

CDW•G provided the state with an end-to-end solution. First, we provided proof of concept and created a desirable bill of materials. To best meet citizens' needs, we determined the ideal fit of Chrome tablets that would be suited for long hours of operation in high-touch environments. The Chrome tablets have many benefits, such as built-in security, ease of deployment through Zero Touch Enrollment, and centralized manageability via the Chrome Operating System (ChromeOS). This reduced the total cost of ownership to the customer.

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CDW•G then looked for a kiosk that would complement the Chrome tablet and recommended necessary modifications. Finally, the team acquired demo units for the State to test.

Outcome

CDW•G positioned a complete solution that will allow the State's citizens to conveniently access government applications at over two hundred library locations across the State. Their CDW•G Team was diligent in addressing each of the customer's requirements and concerns, thoroughly reviewed proof of concept, and effectively collaborated with partners to provide the best solution.

Cloud Computing Services

CDW•G understands that the City of Mesa and OMNIA Partners Participating Public Agencies have many technology provider choices. When working with CDW•G, you get the best total solution the industry offers without the limitations inherent when dealing with either a manufacturer or a specific partner. CDW•G works with customers to develop coordinated and cost-effective Cloud Solutions through the following range of services:

- **Discovery and Assessment:** Understanding of environment, usage, challenges, and requirements
- **Planning and Design:** Evaluation of providers, recommendations, and proof of concept
- **Migration Services:** Smooth deployment of the solution
- **Integration Services**: Full integration with existing applications
- **Application Modernization**: Turning monolithic legacy apps into cloud micro-services
- **Aggregation Services:** Streamlined administration and aggregated billing
- **Managed Services:** CDW•G hosted and remote managed services or partner-managed services
- **Fulfillment Services:** Onboarding, reporting, billing, partner reconcilement, and renewals

As a leading provider of Cloud Solutions, we can help the City of Mesa and OMNIA Partners Participating Public Agencies assess your priorities and determine which applications and processes should and shouldn't be moved to the Cloud. We also help you design the best delivery model, whether public, private, or a hybrid model, that provides the greatest flexibility to customize your solution. Furthermore, our pre-qualified partner network makes it easy to find the right providers and to create a comprehensive, multi-vendor solution that meets your specific needs.

Consulting and Advising Services

Our IT consulting and professional services team — over 1,000 professionals strong — delivers personal service that helps the City of Mesa and OMNIA Partners Participating Public Agencies understand and meet your organizational and technological needs. A key differentiator for our Advising and Consulting practice is that our experts go beyond advising; CDW•G can deliver on whatever the City of Mesa and OMNIA Partners Participating Public Agencies need. Because of our ability to design and deliver, our consultants incorporate their technical knowledge and experience into the design, assessment, and implementation. Our comprehensive approach ultimately mitigates risk through experience to ensure that customers like the City of Mesa and OMNIA Partners Participating Public Agencies get it right the first time.

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We have expertise and certifications across diverse industries in the public and private sectors. Our project managers and consultants work directly with you to design and implement every facet of your IT solution.

Using a wide breadth of tools, data, and years of expertise, we offer strategic advisory services, workshops, and assessment, planning, and design engagements with our engineers that consider your specific needs and make recommendations to address gaps and optimize growth. This includes documentation, analysis, and creation of materials that detail the bridge between your current and future state.

Presales Consulting

A unique advantage of CDW•G's business model is that the City of Mesa and OMNIA Partners Participating Public Agencies have access to an incomparable depth and breadth of value-added technical expertise. Our highly trained and experienced Technology Specialists and Solution Architects provide expert consulting advice and ongoing support. In addition, our strong relationships with manufacturers enable your CDW•G Account Team to provide presales consultation, technology roadmaps, and other assistance quickly. In fact, many major vendor partners have dedicated staff at CDW•G.

During the presales phase, service consultation focuses on understanding the City of Mesa and OMNIA Partners Participating Public Agencies' requirements and engaging the appropriate technology specialists, systems engineers, and solution architects. We work to identify potential solutions that meet each Participating Public Agency's needs before presenting those solutions in a proposal or product demonstration. We strive to educate the City of Mesa and OMNIA Partners Participating Public Agencies about products and services by providing a comprehensive overview of its features and benefits.

Below is an overview of those who can be engaged to support the City of Mesa and OMNIA Partners' Participating Public Agencies during the presales consultation process and beyond:

Technology Specialists

Our teams of technology specialists are highly trained and experienced in various products and technologies, including the following:

- Leasing and Finance
- Managed Print Services
- Mobility
- Networking
- Power and Cooling
- Servers and Storage
- Software Licensing and Management
- Unified Communications and Collaboration
- Voice and Data
- Security

Presales Systems Engineers

We have a large team of over 100 presales systems engineers who hold vendor-funded positions and provide presales support for that particular partner's products. These experts assist with evaluating products based on your unique operational requirements and budgetary constraints. They review quotes for product compatibility, functionality, and compliance.

Solution Architects

Our teams of solution architects work closely with the vendor partners whose solutions they design. They assess your environment and work with your IT staff to design plans for solutions

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that boost productivity and improve operational efficiencies. Extremely knowledgeable about the latest technologies, they have important insight into the pros and cons of different solutions.

Onsite Vendor Representatives

CDW•G has manufacturer and software publisher representatives onsite at our sales offices to assist account managers and specialists with requests for technology roadmaps and to provide training on an ongoing basis. Our strong relationships facilitate presales consultation and timely notification regarding product changes and products going end of life.

Data Center Transformation Team

In addition to our presales consulting team and resources, our advanced consulting arm, the Data Center Transformation (DCT) team, has both the resources and expertise to collect complex data, provide custom reporting, and tailor our advisory outcomes to the unique needs of the City of Mesa and OMNIA Partners Participating Public Agencies. CDW•G is aligned with industry trends across technology organizations and industries, including state, local, and education. CDW•G reins in the complexity of industry trends and tailors it to your needs and goals through our disciplined practices.

Data Center Transformation is the process of changing an organization's IT infrastructure and application services to improve its capabilities, performance, and efficiency. The process includes data center migrations, cloud integration, large-scale changes to hardware, virtualization, improved resiliency, software-defined components, application rationalization, and business process automation. At its core, DCT is a business-first approach that will enable the City of Mesa and OMNIA Partners Participating Public Agencies to accelerate the transformation of your business models using technology to achieve its unique goals.

The DCT team offers consultative guidance in six key strategic focus areas, highlighted in the figure below:



Figure 16. DCT Focus Areas

With over 23 years of experience providing consulting and advisory services, the DCT team provides consultative and advisory expertise specific to the City of Mesa and OMNIA Partners Participating Public Agencies' business challenges. With a focus on understanding your outcomes, goals, and objectives, DCT takes a consultative approach to recommend solutions to address strategy rather than problems.

For decades, the DCT team has led transformative projects for state and local governments, federal entities, small businesses, large corporations, and health and education organizations. Over this period of time, we have accomplished many goals for our customers, including:

- Moved 675 data centers
- Relocated 250,000+ workloads
- Migrated 25,000+ applications across 16 industries
- Reviewed 1290 data centers

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- Assessed and defined direction for 15M+ square feet of raised floor
- Identified an average reduction of 65% of data center space
- Designed enterprise clouds to support up to 780K workloads
- Moved 950,000 workload
- Moved 25,000 workloads within a single client
- Moved 10,000 workloads in a single environment
- 160 facility concept plans performed
- Rationalized almost 1M workloads for cloud placement
- Worked with 325+ converged infrastructures involving our services
- Configured more than 5M configuration items for hundreds of CMS/CMDBs
- Implemented 77 enterprise IT operating models

There are many different types of projects that the DCT team can orchestrate for the City of Mesa and OMNIA Partners Participating Public Agencies. These projects span the full gamut of transformational information technology and include solution areas such as data center transformation, business process optimization, and application management solutions. Our DCT team uses proven processes and leverages infrastructure, data, digital, and security experts to create high-value transformative business capabilities for our customers.

Overview of Advising and Consulting Services

CDW•G has a wide variety of advising and consulting services. These services include, but are not limited to, the following:

- **vCISO Service:** Many organizations have limited staff or skill sets and need assistance navigating security obstacles, which is why CDW•G's Security Consultants are available to act as a virtual Chief Security Information Officer (vCISO). Our vCISO service helps you improve the maturity and scope of your existing security practices by providing a technology-neutral Security Consultant.
- **CDW OS ITSM Simulation/Executive Visioning Workshop:** By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of your internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.
- **IoT Transformation Workshop:** Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine the return on investment (ROI), and evaluate your foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.
- **CIO Essentials:** Our CIO Essentials provides the framework to develop the City of Mesa and OMNIA Partners Participating Public Agencies' vision for the future into an actionable strategy and roadmap. Whether Participating Public Agencies are looking to transform your organizations into a DevOps culture based on cloud Platform as a Service (PaaS), industrialize your private cloud services, consolidate your application portfolio, or modernize your IT environment as a whole to reduce IT expenses, CIO Essentials provides the tools the City of Mesa and OMNIA Partners Participating Public Agencies need to deliver a clear, concise business-centric strategy.
- **PMO Assessment Workshop:** Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high-impact, comprehensive program to

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assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

- **Application Rationalization:** Over time, your application portfolio may expand as more are introduced for specific needs. Using a strong holistic methodology, CDW•G can help the City of Mesa and OMNIA Partners Participating Public Agencies address your application portfolio to ensure that the applications used are cost-efficient and serve as effective tools. Our skilled consultants will work directly with relevant stakeholders to review your organization's complete list of applications. This review includes a full data analysis, coupled with facilitated workshops and interviews with application owners and end-users. These sessions provide additional context and knowledge beyond the raw data to identify and attain your organization's end goals.
- **Application Dependency Mapping:** Application dependency mapping combines tool-based discovery with the experience of CDW•G resources to provide a holistic view of an application environment, including detailed information and mapping of the relationships between your IT assets. Whether the City of Mesa and OMNIA Partners Participating Public Agencies are prepping to migrate to a new data center, introducing a new application, reducing the risk of business interruptions, or planning to transform your business, application dependency information is a crucial factor in your success. Application dependency mapping is an essential first step for understanding your current environment or preparing for a wide range of changes.
- **Migration Execution:** From planning and strategy to the execution of the migration, CDW•G can assist you with the ability to migrate from your current data center to a new one on a schedule.
- **Migration Readiness Assessment:** Before starting a migration program, consider having CDW•G experts perform a Migration Readiness Assessment. This program helps you be prepared to start the migration program, by identifying risks and develop mitigation plans that could impact your migration program, which will help you make better-informed decisions about scope, timeline, budget, and resources.
- **Organizational Effectiveness Services:** Ensuring that your organization is performing at the highest levels depends on how well your IT teams function and work with each other. CDW•G's expertise in how IT organizations operate helps you drive efficiencies, address issues, prepare for an organizational change, or expand services to meet business objectives. Our consultants will align your organizational structure and role definitions to meet your goals as well as account for current needs and projected growth to better understand your strategic direction.
- **IT Practices Workshop:** Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organizations operate. Through a holistic approach, we look beyond process documentation into how teams work together. Each Participating Public Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of your strengths and weaknesses and a plan to ensure your processes propel you to reach your goals.

The above services and workshops serve as an example of our capabilities but are not an exhaustive list.

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OMNIA Success Story: Midwestern, Midsize City

Background

CDW•G prioritizes helping all our public sector customers realize the vision they have for the future – from the smallest town to the largest municipality. Simply providing order fulfillment is a thing of the past. This mid-sized city, serving over 200,000 constituents, sees an opportunity to grow their mission and their community by becoming an innovative organization delivering world-class outcomes for their citizens.

Challenge

Regrettably, this City encountered a predicament all too familiar: a shortage of resources hindering the pursuit of their ambitious transformational goals. Compounded by the relentless pace of technological evolution, innovation became an elusive pursuit. Instead of envisioning strategic growth, the City found itself caught in the struggle to maintain an aging infrastructure. Even if budgetary allocations were secured for new technology, the protracted procurement process extinguished any hope of timely execution, casting a shadow over the prospects of success.

Solution

Enter the City of Mesa, OMNIA Partners contract, and CDW•G. The City of Mesa contract gave this city a procurement vehicle that would ensure taxpayer dollars are spent sensibly, while allowing IT leadership to make decisions and execute their plan quickly. Far from the old adage of "use it or lose it" funds, CDW•G was able to provide critical staff augmentation resources to complete crucial updates on a timeline unique to local government.

Going a step further, the City's dedicated CDW•G Account Team coordinated consultants to help formulate an effective plan for implementing and executing on their vision. This wide range of services offered by CDW•G – from basic network upgrades to InfoSec consulting and road mapping – became a key factor in IT moving from treading water to making real progress in delivering exceptional outcomes.

Success through OMNIA Partners

The City benefits from competitively priced service offerings with the technical acumen to partner alongside C-level executives and deliver innovative outcomes; a contract that procurement understands and embraces as a cost-saving measure; and a partner that understands their needs and aligns their resources to help accomplish goals that once seemed out of reach.

Technical Support Services

CDW Technology Support

CDW Technology Support (CTS) is CDW•G's branded offering backed by the OEM collaborative warranty support service. CTS provides an enhanced client warranty support experience with one contract offering incident management for covered devices. CDW•G will take the first call for the City of Mesa and OMNIA Partners Participating Public Agencies to help resolve your issue and, if needed, provide an engineer onsite to perform a hardware replacement.

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If escalation to the OEM is required, CDW•G will do that on the City of Mesa and OMNIA Partners Participating Public Agencies' behalf. CDW•G Technology Support helps the City of Mesa and OMNIA Partners Participating Public Agencies solve your business problems by providing a single solution for your manufacturer support, saving internal IT staff time and/or any unplanned expenses for an engineer to come and replace faulty hardware and/or renew a contract that was not co-termed. Because of CDW•G's depth and breadth of expertise, we are able to get a top-level Technical Assistance Center (TAC) engineer more quickly than a customer may be able to, resulting in quicker incident resolution. Some of the features and benefits of CDW Technology Support include:

- **One place to call:** CDW Technology Support allows the City of Mesa and OMNIA Partners Participating Public Agencies a single point of contact. We provide end-to-end ownership of all incidents, service requests, and support for maintenance, hardware replacement, knowledge base, and software support.
- **24/7/365 support:** CDW Technology Support provides around-the-clock support via a dedicated service desk 24/7/365 and also provides a dedicated support number, email address, and ServiceNow login to open and view case status online.
- **Full-service Return Merchandise Authorization:** If, after troubleshooting, CDW engineers determine that a device needs to be replaced, CDW•G will request the RMA from the manufacturer on your behalf and have it sent to your location. We will also dispatch an engineer to meet that part and swap out the device for you and return the defective parts to the manufacturer and update the serial numbers on your contracts.
- **Fully backed by manufacturer warranty and support:** A support contract is purchased through the manufacturer so you do not lose the ability for upgrades, updates, etc., and may be provided software download access to those contracts if requested.

Maintenance Offerings

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A conterminous support contract takes the City of Mesa and OMNIA Partners Participating Public Agencies' existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff, including system engineers, network technicians, PC, and printer repair technicians, and more.

For information about warranty and repair services, please see "Repair" below.

Leasing/Financing Services

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to

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financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Trade-in Services – CDW•G's Information Technology Asset Disposition

When the City of Mesa and OMNIA Partners Participating Public Agencies' equipment reaches the end of its lifecycle, CDW•G can refer you to industry-leading IT Asset Disposition (ITAD) service providers to help you properly dispose of the hardware. Our partnerships with industry-leading asset disposition organizations allows for fair market value, responsible disposal, transfer of liability, and potentially credit toward new tech purchases with CDW•G.

CDW ITAD services include, but are not limited to data wiping, asset removal, evaluation, recycling, onsite shredding, potential value back credit to maximize recovery, and depot services. CDW ITAD offers many benefits to the City of Mesa and OMNIA Partners Participating Public Agencies, including:

- Logistics services for quick and efficient removal of equipment from client facilities
- Device pickup, including palletizing equipment, shrink wrapping, and transport
- Document of liability transfer provided to indemnify client from any environmental liability
- Ensure removal of all client information and software from electronic media and assets
- US Department of Defense-compliant erasure services in full support of government standards
- EPA-approved disposal
- Zero-landfill policy
- Complete serialized reporting available via a website

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Repair Services

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide the City of Mesa and OMNIA Partners Participating Public Agencies the assurance of predictable costs and repair response times that a warranty agreement can provide.

The standard manufacturer warranty that comes with most products is a “best effort” commitment for response time. Regardless of the application of a system for the City of Mesa and OMNIA Partners Participating Public Agencies, the “best effort” level of service is frequently not sufficient to achieve desired business continuity. Even a non-critical repair, such as a tablet, can keep a coworker without this tool for 8-10 business days. Moreover, standard manufacturer warranties can quickly expire. The average industry cost for maintenance is $85-$120 per hour plus parts; quickly leaping past the cost to extend the warranty. As such, we recommend the City of Mesa and OMNIA Partners Participating Public Agencies take advantage of the warranty, repair, and maintenance options we offer.

CDW•G offers a breadth of warranty options, repair services, and maintenance agreements to provide our customers the insurance of predictable costs and repair response times that a warranty agreement can provide. Our comprehensive suite of product lifecycle support offerings includes:

- Warranty extensions and upgrades
- Post warranty support
- Accidental damage protection
- Maintenance contract agreements
- Post-sale technical support
- Product and certification training
- Onsite repair
- Depot repair
- Help desk service

Account Managers keep a watchful eye on all of their customers’ agreements and have pre-emptive discussions to ensure customers’ next warranty purchase meets their needs as well.

Examples of our available warranty levels, popular warranty options, and related value added services are included below. The completeness of our portfolio allows us to provide effective problem diagnosis and resolution for every customer need.

Basic Warranty

CDW•G’s basic warranty offering includes the following:

- **CDW•G provided 30 day warranty** – We offer a complimentary 30 day warranty for all products we sell. Once the 30 days have expired, CDW•G’s technical support or the City of Mesa and OMNIA Partners Participating Public Agencies’ dedicated Account Manager assist in requesting the manufacturer warranty service.
- **Certified technician support** – We provide toll-free, email, and on-line chat technical support on all hardware and operating systems for up to two years after purchase from CDW. Our technical support technicians are US based, located in Holmdel, New Jersey, responding to about 60 calls a day. For insight into your technical issues, the City of Mesa and OMNIA Partners Participating Public Agencies can monitor the frequency and type of technical support requests via the CDW•G Account Center.
- **Extensive engineering support** – We have service-dedicated coworkers nationwide, aiding in pre- and post-sale questions. They provide assistance to the City of Mesa and OMNIA Partners Participating Public Agencies by phone, and we also offer on-site support. As with the technical support above, a key to great support is that they are not compensated by an individual manufacturer they are “vendor agnostic.” This allows them

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to support the interoperability of the City of Mesa and OMNIA Partners Participating Public Agencies' entire solution, not promote a single brand. These experienced and certificated engineers provide consultation with configurations and infrastructure shifts.

Extended Warranty

CDW•G offers various extended warranty options, including the following:

CDW Maintenance Agreements

CDW's offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include:

- **Coterminous Support Contracts** - A coterminous support contract can take the City of Mesa and OMNIA Partners Participating Public Agencies existing manufacturer support plans and roll them together with one common end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement** - These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts** – Retainer contracts provide a designated block of time that guarantees the City of Mesa and OMNIA Partners Participating Public Agencies' access to field service and support staff including: system engineers, network technicians, PC and printer repair technicians, and more.

Cisco SMARTnet

Without SMARTnet, Cisco charges $400 hour for repair services. With the average repair taking four hours, customers are likely to pay $1600 per incident without SMARTnet. Cisco SMARTnet service provides enhancement and maintenance support resources during the operational lifetime of a Cisco networking device. We are the #1 Cisco SMARTnet partner, holding SMARTnet Maintenance Agreements with over 34,000 distinct customers. Our dedicated SMARTnet team has 38 SMARTnet Specialists with over 200 years of combined experience working with SMARTnet contracts and in-depth knowledge of Cisco's internal SMARTnet tools. We offer multiple length and levels of SMARTnet agreements, including onsite options. CDW is authorized to purchase directly from Cisco, which can greatly reduce the City of Mesa and OMNIA Partners Participating Public Agencies' cost for this comprehensive service.

Hard Drive Retention

CDW•G offers IBM and Lenovo hard drive retention warranty options for our customers whose hard drives store confidential customer data, trade secrets, or intellectual property, or if they need to comply with regulatory requirements. When a damaged hard drive is replaced, the customer keeps the original defected device, eliminating tracking of drives during transit and providing the utmost data protection.

Design Services

We get that every IT solution is unique and that its delivery must be customized to meet the City of Mesa and OMNIA Partners Participating Public Agencies' specific needs. In tandem with industry-leading partners, our highly experienced architects, engineers, and project managers will work with you to design solutions that meet the City of Mesa and OMNIA Partners Participating Public Agencies' needs and help you reach your IT goals. From configuration and maintenance to advanced engagements across infrastructure, workspace, security, and support, CDW•G has the expertise you need to help with all of your IT needs. We provide

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remediation recommendations based on environment discovery and create application architecture designs and roadmaps specific to the requirements of each OMNIA Partners Participating Public Agency.

An overview of our design services include, but are not limited to, the following:

- **Solutions Design:** CDW•G helps you design specific solutions to meet your hybrid infrastructure, network, digital workspace, and security needs.
- **Transformation Design:** Design platform migrations, application upgrades, and the entirety of your digital transformation
- **Platforms Design:** Design public cloud platforms and applications with our experts. Our design and planning workshops help you align your goals and needs to create an outcome-based unified communications strategy based on end-user satisfaction.
- **Device Design:** Device Design includes custom building the right device for the City of Mesa and OMNIA Partners Participating Public Agencies' needs and providing recommendations for all key technical specifications. Once the City of Mesa and OMNIA Partners Participating Public Agencies know which products are best for your environments, we often work with our partners to custom design them – even if the device is not currently available in the market. These devices - also called Configure to Order – are built to your exact specifications.
- **Data Strategy Design:** The first step in harnessing the power of your data is having the right processes in place for collecting, analyzing, and making decisions based on what the data is telling you. CDW•G is there to suggest new ways to create an agile, modern data strategy. We conduct a comprehensive evaluation of your current data processes and platforms and then design a customized data strategy tailored to your needs.
- **Software Development/Design:** CDW•G provides remediation recommendations based on environment discovery, and create application architecture designs and roadmaps specific to your requirements.
- **Security Controls Design:** When it comes to designing security controls, CDW•G provides a comprehensive and vendor-neutral approach to prevent data breaches and proactively respond to cyberattacks.
- **Physical Security Solutions Design:** From hardware and software recommendations to floor plans that specify new device install locations, our physical security experts can design a completely new physical security system that fits your needs.
- **Infrastructure Design:** Infrastructure experts can design and implement an infrastructure that consolidates business processes and allows you to rapidly improve end-user experiences and mitigate problems on both internal and external applications.

Success Story: State Court System

Challenge

This State Court System had a mission to provide its citizens with access to the justice system and transform their digital experiences. The legacy content management system (CMS) platform was difficult to maintain and gave the website an outdated look, featuring text-heavy, static content that made it difficult to find important information. Because the site lacked the ability to incorporate reusable content, the IT team was responsible for content updates. Additionally, the site was not designed for mobile devices, which hindered the user experience for a large proportion of the users accessing the site. As a result, the platform had limited user analytics and business stakeholders had a hard time understanding user behavior. This customer needed a site platform that would optimize the user experience,

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improve content quality and velocity, and provide deeper insights into how their users were utilizing the site.

Solution

CDW•G performed a Discovery Phase with key business and IT stakeholders to elicit and document high-level business goals, user personas, site features, high-level user stories, and the high-level technical architecture for an Adobe Experience Manager website implementation. The information gathered from the discovery phase was used as the basis for creating a list of Experience Manager templates and components that would be needed to successfully migrate the existing website to Experience Manager. The CDW•G creative team worked with the customer on their vision for the redesigned website.

After a collaborative process, the team finalized designs that would transform the existing web experience. CDW•G then implemented the required templates, components, and integrations to migrate and launch the new public website on Adobe Experience Manager. Key features of these phases included:

- **Agile delivery**: The team adopted an agile process to create and extend more than 50 Experience Manager components and templates across multiple three-week sprints. End-of-sprint demos allowed the State's stakeholders to provide early feedback on whether any course corrections or minor tweaks were needed.
- **Website redesign:** CDW•G collaborated with the customer and created more than 18 pages of designs, including both website and mobile layouts, to serve as templates that focused on providing website users with a seamless way to find and consume content.
- **CDW•G Digital Foundation**: The CDW•G Digital Foundation accelerator was leveraged to create the new website. The accelerator consists of dozens of Experience Manager components that CDW•G has invested in developing, based on common client use cases. The use of the accelerator lowered overall development complexity and effort, leading to a reduction in total implementation costs.
- **Forms search engine:** CDW•G created a forms search engine, allowing users to search for forms appropriate for their needs. Content authors can embed references to forms in searchable content, allowing forms to be more easily found than ever before. The forms search engine makes it simple for the customer to update form data in one place and reflect those form updates sitewide.
- **Analytics**: Adobe Analytics was configured with Experience Manager using Adobe Launch. CDW•G created an Analytics data layer to capture user behavior based on the customer's requirements.
- **Content author enablement and author guide**: CDW•G created an author guide, giving authors a place to find answers to their content questions, as well as a basis for how to create a page and which templates to use.
- **Strategic consulting advice:** Throughout the project, CDW•G provided strategic consulting advice with respect to Adobe product features and best practices, becoming a trusted advisor to the State's stakeholders. Our consulting and relationship with the customer were key to the project's success.

Outcome

This customer launched a newly redesigned public website and its ever-expanding capabilities through the MyCase portal. For the citizens of this state, locating and accessing information and tools is easier than ever. Whether at home or on the go, users can journey

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through the website, find the correct resources, and navigate complex forms. CDW•G worked closely with the customer to redesign and migrate its public-facing site to Adobe Experience Manager Cloud Service. The Adobe platform gives the customer the ability to easily maintain existing content, streamline new content creation, and continuously improve the user experience by removing friction points in the user's journey.

Analysis Services

Analysis is an integral component of the design, orchestrate, and manage phases of our lifecycle of services. CDW•G possesses the most comprehensive and powerful analytical tools, enabling us to understand your current environment. Additionally, we offer a comprehensive set of analysis and assessment services that include, but are not limited to, the following:

CDW Infrastructure Assessments
SD-WAN Assessment We provide an In-depth review of the SD-WAN edge devices, architecture, and configurations to provide recommendations on how to improve the implementation. The assessment typically consists of a review of the management console, hardware, scalability, features, software version, internet design, routing configuration, policies, security, WAN optimization, SaaS on Ramp, and integrations.
Wireless Assessment We consult with the City of Mesa and OMNIA Partners Participating Public Agencies to understand the current state of the wireless infrastructure and your desired business outcomes. We conduct an in-depth review and document the current environment with an inventory list, and then provide recommendations that meet your requirements and allow you to achieve your desired outcomes.
Network Health Check This health check includes elements like tools deployed to discover network devices, End of Life (EOL) or End of Sale (EOS), and software security report, device software code recommendations, and a summary report.
Network Assessment Our Network Assessment includes all of the elements of the Network Health Check, but is more feature-rich in its diagnostic capabilities.
Next Generation Network Assessment Our Next Generation Network Assessment delivers our most comprehensive diagnostics. It includes more future-state planning artifacts, such as a roadmap tailored to the City of Mesa and OMNIA Partners Participating Public Agencies needs that outlines recommended steps for improving future-state performance and security.
Quality of Service Assessment

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An in-depth review of each device's Classification and Marking, Queuing and Shaping, Service Provider mapping and translation, and WAN VPN.

Multicast Assessment

An in-depth review of each device's L2/L3 Multicast configuration.

DV Technical Readiness Assessments

Digital Velocity (DV) Technical Readiness Assessments are designed to benchmark current architecture, processes and practices, and the City of Mesa and OMNIA Partners Participating Public Agencies' maturity level with the goal of uncovering, at a high level, the fastest and most impactful path toward your desired future state. Assessments are available for the following focus areas: Cloud, Modern DC, Migration, Database Migration, Application Modernization, DevOps, and Data Modernization.

Hybrid Infrastructure Assessment

Our Hybrid Infrastructure Assessment Team (HIAT) has several data center use cases and scenarios to provide capacity and planning advice in tandem with CDW•G solution architects, including:

- **Environment Overview**: CDW•G's HIAT provides a detailed report of a customer's current virtualization environment.
- VMware End of Support: CDW•G and the HIAT perform a licensing and hardware compliance checkpoint for VMware Virtualization.
- **Platform Migration**: A CDW•G Solution Architect works with the HIAT to project capacity for new compute platforms for a specific environment, whether on-premises or in the cloud.
- **Consolidation:** A CDW•G Solution Architect in tandem with the HIAT can project the capacities needed to consolidate hardware or geographic locations.
- **Disaster Recovery (DR):** A CDW•G Solution Architect in tandem with the HIAT will provide the City of Mesa and OMNIA Partners Participating Public Agencies an overview of DR planning, best practices, and additional services available to assist in this critical business function.
- **Hardware Refresh**: A CDW•G Solution Architect , in tandem with the HIAT, helps the customer analyze and plan for proper lifecycle management of the data center infrastructure.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Well-Architected Review for AWS

A CDW•G field solution architect utilizes the AWS Well-Architected tool to walk the customer through the questionnaire and then reviews the output, specifically identifying any high-risk issues with the City of Mesa and OMNIA Partners Participating Public Agencies.

While valued at $5,000, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

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CloudHealth: Rightsizing Existing AWS Environment Assessment

A CDW•G field solution architect enrolls the City of Mesa and OMNIA Partners Participating Public Agencies for a no-cost trial with CloudHealth and, after two-week lead time, they outline what the tool has identified for you.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

Power and Cooling Assessment

CDW•G's Power and Cooling team performs an analysis of the City of Mesa and OMNIA Partners Participating Public Agencies current environment.

While valued at $2,500, this assessment is provided as a no-cost value add to the City of Mesa and OMNIA Partners Participating Public Agencies.

CDW Storage Assessment Workshop

An analysis of the City of Mesa and OMNIA Partners Participating Public Agencies' data center storage environment, including object, file, block, cloud-based strategies, DC performance, capacity, and end-of-support planning.

VMware NSX POC Assessment Workshop

This data center assessment considers and deploys a proof of concept for the City of Mesa and OMNIA Partners Participating Public Agencies on how micro-segmentation using the NSX platform can benefit your operations.

Nutanix Configuration Assessment

Assess and summarize the Nutanix environment in terms of its current health and architecture, with a focus on technical aspects of performance, manageability, and scalability of this environment.

Veeam Availability Assessment

An analysis of Veeam's availability suite, including data protection and recovery strategies. It also covers design, performance, capacity, end-of-support planning, and a brief overview of disaster recovery.

CDW Automation and Orchestration Assessment Workshop

A process optimization and tool selection guidance workshop for Assessment and Orchestration with the outcome being a collection of highly-detailed user stories for Infrastructure-as-a-Service (IaaS) and Platform-as-a-Service (PaaS) process workflows, role definition recommendations, process optimization options, and recommended toolsets.

CDW Data Center Assessment

An assessment of the City of Mesa and OMNIA Partners Participating Public Agencies' data center infrastructure, including storage, compute, and virtualization.

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Cisco Flexpod Assessment Workshop

Review of Cisco Nexus switching, UCS configuration, storage and capacity, and VMware virtualization to align with best practices.

Cisco UCS Assessment

An analysis of Cisco's UCS converged infrastructure environment, including performance, capacity, and end-of-support planning.

VMware vSphere Assessment

A VMware infrastructure assessment of up to 30 ESXI hosts and one vCenter server designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand the overall health and software status of your VMware ESX/ESXI and vCenter systems, including performance, capacity, and end-of-support planning.

CDW Security Assessments

Cloud Security Assessment

Identify gaps in security posture and create an actionable roadmap for remediation, examining all major CSPs (AWS, Azure, GCP) and multicloud environments.

Application Security Assessment

Assess application security by having a team of CDW•G security engineers attempt to break into an application used by the City of Mesa and OMNIA Partners Participating Public Agencies, whether it be an off-the-shelf product or one developed by your team.

Application Architecture Review

Identify potential concerns within an application by examining the architecture and the data flow, finding vulnerabilities, and providing detailed recommendations for improvement.

SDLC/DevOps Review

Review and improve the secure Software Development Life Cycle (SDLC) program by focusing on the use of key application security solutions, including Dynamic Application Security Testing, (DAST), Static Application Security Testing (SAST), Interactive Application Security Testing (IAST), and Software Composition Analysis (SCA).

Data Protection Modernization Assessment

Evaluate the entirety of the data protection ecosystem to ensure the City of Mesa and OMNIA Partners Participating Public Agencies' recoverability. This assessment leverages a proprietary Data Protection ScoreCard (as well as stakeholder interviews and analytics tools) to provide a report comparing the existing environment to that of the new modernized environment.

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Database Security Assessment Assess database risk by evaluating the susceptibility of the City of Mesa and OMNIA Partners Participating Public Agencies' database to a host of known vulnerabilities and common attack scenarios.
Rapid IAM Assessments Assess the City of Mesa and OMNIA Partners Participating Public Agencies' current Identity and Access Management (IAM) program and its ability to defend against a wide variety of threats. This assessment aligns with ISACA's IT Assurance Framework (ITAF), COBIT 5.0, ISO 27001/27002, ITIL v3, or the NIST standards.
IAM Strategy Assessment Use business and security objectives to plot the course for an IAM program over a three- or five-year horizon, including new tool deployments, integrations, functionality improvements, and business justifications.
User Access/Privileged Access Reviews Get a system-agnostic view of the organization's user processes and roles, and identify opportunities to convert manual processes into automated workflows.
Identity Exposure Assessment Leverage a Zero Trust view to assess the CISA pillars of Identity and Device. The assessment closely aligns with the NIST Zero Trust Architecture and CISA Zero Trust Maturity Model, evaluating user and device identity management across on-premises and cloud environments for alignment with Zero Trust best practices.
Cybersecurity Maturity Assessment Leverage an established capability maturity model (CMM) to objectively evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current security program and provide realistic maturity rankings across industry standards and frameworks, including the NIST CSF, NIST 800-53, CIS Top 20, and PCI DSS.
SAP Role Design Assessment Assess Systems Applications and Products (SAP) Production environment, reviewing role design approach, role naming conventions, organizational-level security, unassigned roles, maintenance access, end-user profile assignment, and access to sensitive IT authorizations. Provide recommendations for role remediation and optimization.
SAP GRC Access Control Configuration Assessment Assess the SAP Governance, Risk, and Compliance (GRC) Access Control (AC) environment to evaluate process documentation, configuration settings, firefighter workflow setup, firefighter log report analysis, and risk ruleset customization analysis.

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Provide recommendations for improvement and a prioritized list of automation opportunities.

SAP User Provisioning and Role Change Management Process Assessment

Review all provided documentation regarding policies and procedures to develop process maps for common SAP Security activities. Deliver detailed process flows for in-scope processes and recommendations for improvement and automation.

FTC Assessment

Assess compliance by following a five-phase methodology for organizations faced with consent orders from the Federal Trade Commission (FTC).

PCI Assessment (Audit)

Assess alignment of current practices with Payment Card Industry Data Security Standard (PCI DSS) requirements to determine compliance, issuing a Report on Compliance (Roc) or Attestation of Compliance (AoC) if appropriate. CDW•G also provides readiness assessments, scoping assistance, and Self-Assessment Questionnaire support, as needed.

Privacy Maturity Assessment (GAPP/NIST Privacy)

Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' privacy program to benchmark policies, processes, and technologies against leading privacy standards, including the NIST Privacy Framework, Generally Accepted Privacy Principles (GAPP), and HIPAD35A Breach Notification requirements.

Third-Party Risk Assessments

Assess the City of Mesa and OMNIA Partners Participating Public Agencies' third parties in support of enterprise-wide third-party risk management programs. These assessments be provided in a managed service format or in bundles/bulk assessments.

Privacy Compliance Assessments (HIPAA/CCPA/CPRA/GDPR/PIPL/GLBA)

Measure readiness and/or compliance with all major data protection regulations, including HIPAA, CCPA/CPRA, GDPR, PIPL, and GLBA. These assessments harmonize regulatory frameworks to save costs and improve efficiency.

IT Risk Assessment

Assess IT environment or specific systems to determine if existing IT policies, procedures, infrastructure, applications and security posture are aligned with the City of Mesa and OMNIA Partners Participating Public Agencies' short-term and long-term business objectives.

CMMC Pre-Assessment

Evaluate the current environment against the Cybersecurity Maturity Model Certification (CCMC) framework to identify gaps and develop a mitigation strategy before the certification assessment to help shorten the time to certification.

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Zero Trust Assessment Build a strategic roadmap to Zero Trust maturity through our three-phase assessment, which aligns with NIST SP 800-207 guidelines and the Cybersecurity and Infrastructure Security Agency (CISA) Zero Trust Maturity Model.
Security Operations Assessment Benchmark the Security Operations Center (SOC) against CDW•G's best practices program, peer organizations, or historic organizational performance levels.
DDOS Resiliency Assessment Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to maintain business continuity and continue critical operations in the face of a Distributed Denial-of-Service (DDoS) Attack.
IoT Device Assessment Provide visibility into and control over the IoT devices on the network, improving the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to issues and threats.
Cyber Workforce Assessment Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills, and abilities of the individuals.
Web App Penetration Testing Identify and test the full attack surface of the provided application to achieve a full-breadth test of all user-facing functionality.
IR Readiness Assessment Assess the City of Mesa and OMNIA Partners Participating Public Agencies' ability to respond to threats from inside and outside of the network perimeter. CDW•G can also help with Incident Response (IR) Program Development and IR Tabletop Exercises.
ASV Scanning Scans all Internet-facing systems that store, process, transmit, or impact the security of cardholder data (CHD) to adhere to the requirements of the current version of the PCI Data Security Standard.
External Penetration Testing Identify and test the full external attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to achieve a full-breadth test of all available services exposed to the public internet.
Internal Penetration Testing

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Identify and test the full internal attack surface of the City of Mesa and OMNIA Partners Participating Public Agencies to increase your overall security posture by identifying the maximum number of lateral footholds on a network that should be remediated.
Mobile Penetration Testing Identify and test the full attack surface of the provided application to discover vulnerabilities in several areas, including implementation and platform usage, storage and transmission of sensitive data, and communication with external resources such as API endpoints.
Physical Social Engineering Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' ability to prevent and react to a targeted, non-destructive physical intrusion. This engagement includes both surreptitious and overt contact with the target facility, including masquerading as legitimate occupants or authorized third parties.
Social Engineering Evaluate your ability to prevent and react to a targeted attack as well as the effectiveness of security awareness training provided to users. Can use Phishing (email-based simulations) and/or Vishing (telephone-based simulations) methods.
Vulnerability Assessment Evaluate current IT systems to determine and categorize present vulnerabilities by classifying and ranking vulnerabilities. Provides a customized report with cost-effective, concise recommendations to tackle specific security problems or threats.
Wireless Penetration Testing Assess the organization's wireless attack surface by identifying corporate-sanctioned wireless assets and evaluating their respective security policies. Subjects all networks to active exploitation with the intent of accessing internal corporate resources.
Compromise Assessment Leverage many of the same tools and tactics as attackers to conduct active threat hunting and develop indicators of compromise based on the recognized MITRE ATT&CK framework.
Secure Endpoint Health Check This health check validates the status of a microservice and its dependencies.
Red Teaming Services Assess the detection and response capabilities of an organization's Blue Team (defensive security professionals) in the event of a targeted attack. Attempt to gain access to the internal network through various attack vectors while subverting the organization's defenses.

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Purple Teaming Services In our Purple Teaming Services, our CDW Red Team (offensive security professionals) pairs with the City of Mesa and OMNIA Partners Participating Public Agencies' IT security personnel (i.e., Blue Team) during simulations of specific attack scenarios to improve defenses and incident response procedures throughout the engagement.
Segmentation Validation Evaluate the effectiveness of any network segmentation controls used to reduce PCI DSS scope by attempting to connect to and access the cardholder data environment (CDE) from internal network segments intended to be out-of-scope for PCI DSS compliance.
Cisco Umbrella Health Check Review the Umbrella dashboard must-haves and help the City of Mesa and OMNIA Partners Participating Public Agencies identify common issues and how to maximize their protection.
Cisco Email Security Appliance (ESA) Health Check Evaluate the status of a customer's Email Security Appliance, configuration, and lifecycle with industry-standard recommendations.
Cisco Web Security Appliance (WSA) Health Check Evaluate the status of the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Web Security Appliance, configuration, and lifecycle health with industry-standard recommendations.
Cisco Identity Services Engine (ISE) Health Check Evaluate the Cisco Identity Services Engine with a system engineer focused on ISE best practices.
Cisco Firepower Threat Defense Health Check Analyze Cisco firepower configuration and posture as it relates to the City of Mesa and OMNIA Partner's security needs.
Cisco Secure Network Analytics Health Check Evaluate the Cisco Secure Network Analytics configuration and its ability to provide comprehensive visibility and network traffic analysis.
Microsoft Active Directory (AD) and Hybrid Identity Assessment Evaluate the state of the entire AD infrastructure, including services configuration, directory health, management processes and compliance.
Microsoft Active Directory Domain Services Health Check Conduct a health check on Active Directory (AD) domain configuration, looking for misconfiguration and industry-standard security vulnerabilities in the AD setup.

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Microsoft 365 Security Assessment

Analyze your Microsoft 365 environment to ensure it is configured and secured based on your unique needs.

Microsoft Public Key Infrastructure (PKI) Health Check

Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' design and configuration of your public security keys and provide recommendations to create a go-forward strategy.

Microsoft Security Threat Assessment

Analyze the City of Mesa and OMNIA Partners Participating Public Agencies' security posture as well as the tools and solutions used. Includes recommendations on a go-forward security strategy.

Palo Alto Networks Health Check

Analyze the health and posture of the City of Mesa and OMNIA Partners Participating Public Agencies' Palo Alto Networks environment as it relates to your security needs.

Splunk System Health Check

Evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' deployment health through license usage, resource usage, server status, and usage patterns.

Splunk Data Optimization Assessment

Review current Splunk procedures, processes, and data sources for performance, capacity, configuration, and other indicators to identify any critical gaps and optimization targets. Provide recommendations on architecture and deployment.

CDW Workspace Assessments

Collaboration Architecture Advisory

CDW•G engineers will review your Cisco Collaboration environment for pain points and best practices while also analyzing the opportunities to leverage the latest advancements in Cisco Webex cloud collaboration technology. The engineer will prepare a report with the findings of the analysis as well as provide a high-level roadmap of recommendations so the City of Mesa and OMNIA Partners Participating Public Agencies get the most from their Cisco Collaboration investment.

Emergency Calling Assessment

Our highly qualified engineers evaluate the City of Mesa and OMNIA Partners Participating Public Agencies' current collaboration environment for Emergency Calling best practices, including company policies, emergency response locations, remote and mobile users, notification alerts, and address delivery. The engineer prepares a report with the findings and provides the City of Mesa and OMNIA Partners Participating Public Agencies with a high-level roadmap of recommendations to limit your liability, ensure

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your users are able to reach emergency services quickly, and give you the best chance to receive help at the right location.

Customer Engagement Center Cisco UCCE Health Assessment

CDW•G engineers review the City of Mesa and OMNIA Partners Participating Public Agencies' Cisco Contact Center Enterprise environment for pain points and best practices. The engineer prepares a report with the findings of the analysis as well as provides a high-level remediation plan to address any issues found.

Customer Engagement Center Business Analysis

CDW•G business analysts meet with the City of Mesa and OMNIA Partners Participating Public Agencies' contact center teams to understand pain points and goals. The analyst looks for opportunities for improvement in handling, efficiencies, and opportunities to apply best practices. The consultant prepares a report with the findings of the analysis and provides the City of Mesa and OMNIA Partners Participating Public Agencies' with a high-level remediation plan to address any issues found.

Microsoft 365 Best Practice Assessment Workshop

The Microsoft Office 365 Best Practice Assessment helps the City of Mesa and OMNIA Partners Participating Public Agencies' validate your existing Microsoft Office 365 design (e.g. Exchange Online) and validates it is configured according to best practices.

Microsoft 365 Governance Assessment Workshop

Provides review and recommendations concerning the City of Mesa and OMNIA Partners Participating Public Agencies' Office 365 governance models and/or policies.

Microsoft 365 Network Performance Assessment Workshop

Provides review and assessment of up to four workstations in (up to) four physically separate network sites. It evaluates the workstations' abilities to successfully access Office 365 services quickly.

SharePoint 2010-2019 Assessment Bundle

Our SharePoint Migration Assessment leverages a proprietary tool developed by CDW SharePoint Specialists to scan the contents of your SharePoint Farm and help identify features and content that will impact your transition to another SharePoint service level/version. The Assessment Bundle includes the initial setup and run of the tool, in addition to a full assessment of a single SharePoint Farm.

CDW Microsoft Teams Assessment and Jumpstart

This Microsoft Teams solution includes basic planning, design, adoption, and pilot migration. This project is a week-long engagement that allows the City of Mesa and OMNIA Partners Participating Public Agencies to utilize Teams in your production environment with adoption advice and content.

Microsoft 365 CISO Security Workshop

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The Microsoft 365 CISO Security Workshop allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers both product and solution best practices and configuration recommendations around the security features of Microsoft 365.

Microsoft 365 CISO Security Workshop with Sentinel

The Microsoft 365 CISO Security Workshop with Sentinel allows CDW•G to learn about the City of Mesa and OMNIA Partners Participating Public Agencies' needs and develop a strategic plan based on approaches recommended by Microsoft experts. The workshop covers product and solution best practices and configuration recommendations around the security features of Microsoft 365 and Sentinel.

Microsoft 365 Security Device Protection

As more and more users become mobile and are using a wider variety of devices, applications and documents need to keep up. How does the City of Mesa and OMNIA Partners Participating Public Agencies' manage these devices while providing secure and reliable access to applications and data? Microsoft 365 helps provide easy, secure access to any device, no matter where someone might be. Device Protection will include the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Identity Protection

Microsoft 365 provides numerous tools to provide additional layers of security and also has tools to identify and protect access in real-time. Our Microsoft 365 Security Identity Protection Assessment Workshop includes the steps necessary to understand your requirements and develop the deployment plan just for you.

Microsoft 365 Security Information Protection

This engagement provides the best practices on how to configure the products to achieve the City of Mesa and OMNIA Partners Participating Public Agencies' goals. This will provide a functional roadmap to ensure security and compliance is built into the Office 365, Windows 11 and EMS solution.

Microsoft Enterprise Mobility + Security

This engagement reviews the City of Mesa and OMNIA Partners Participating Public Agencies' current environment to identify issues and usage of features. We review a single EMS subscription, including all the cloud components, Microsoft Entra ID P1/P2, Intune, Azure Information Protection, Azure Rights Management Service, Azure Advanced Threat Protection, and Cloud App Security. The results of the review provide recommendations to address issues and a roadmap for adoption of additional components.

Assessment of Workspace ONE

This engagement provides an in-depth discovery of the City of Mesa and OMNIA Partners Participating Public Agencies' Workspace ONE environment to ensure all

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management utilities are being used properly and that you are taking advantage of to get the best experience for your users and IT.
Health Check for Jamf Pro This engagement helps ensure you are managing your Apple devices properly through the mobile management utility Jamf Pro based on the City of Mesa and OMNIA Partners Participating Public Agencies' environmental needs.

Configuration Services

The City of Mesa and OMNIA Partners Participating Public Agencies Participating Public Agencies can rely on CDW•G to preconfigure their technology solutions and provide custom turnkey solutions for plug-and-play deployment. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, testing, imaging, domain integration, branding, labeling, asset management, delivery & distribution. Our Configuration Centers roll out 2.6 million products every year - more than 10,000 custom units a day.

The benefits of our configuration services are as follows:

- Lower configuration, integration, and overall deployment expense
- Reduce risk and time to deploy
- Improve delivery, distribution, and tracking of assets
- Complete projects on schedule
- Free IT staff and resources to work on higher-level projects

Our Configuration Team can provide many services, including:

- **Hardware Integration:** Hardware integration services include installation of memory, hard drives, NIC cards, video cards, and a variety of other components.
- **Software Configuration:** When it comes to software, your computers, mobile devices and servers will come with OSs and apps pre-installed. We offer White Glove Service to prep and provision Chromebooks.
- **Custom Imaging:** Including image creation, maintenance, and deployment, we can host a secondary server to connect to your SCCM or other image deployment server via VPN. Customizable options include pre- and post-imaging tasks like domain join and security upgrades.
- **Rack Configuration:** We mount and configure your network and security devices, rack-mount servers, chassis blade servers, storage, KVMs, UPSs, and PDUs into a rack structure, then cable and label before shipping.
- **Mobility Services:** We configure and activate your tablets, phones, handhelds, and Wi-Fi hotspots. Additionally, services that include MDM enrollment, App installations, IOS and Android updates are also available.
- **Custom Laser Engraving:** Your logos and other important information can be engraved onto notebooks, mobile devices, and other equipment. We can laser engrave static content and/ or one field of dynamic content, such as the device serial number.
- **Asset Tagging and Reporting:** You have the option to use CDW•G-branded labels, customer-provided labels, or our team can build custom labels that we print on-demand, including UID/IUID identification labels for US Government applications. Extensive information on your devices is available via the Order Reporting and Hardware Asset Management functions on your CDW•G Account Center.

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- **Network and Security Device Configuration:** We configure firewalls, routers, switches, access points, and IP phones for all the largest manufacturers. These services include system software/firmware upgrade or downgrade, uploading master configuration files, and configuration of IP address, subnet mask, and default gateway. All customization is based on the City of Mesa and OMNIA Partners Participating Public Agencies' unique specifications.
- **Burn-in Services:** We run your devices for 12 hours or more to ensure all components are working properly. This includes running a diagnostic program (where applicable) to test basic functionality. This service is designed to reduce the number of items that fail after a short period of use.
- **Software and Imaging:** We have a team of engineers, technicians, and team leaders trained to work on image and software deployments. Customer-specific deployment instructions are strictly followed to ensure your devices are imaged and configured your way.
- **Custom Packaging:** This includes kitting, palletization, inserts and welcome letters, and box labeling.
- **Buy and Hold Services:** This allows you to purchase products and have them held in a secure location anywhere from three months up to a year. CDW•G handles the configurations, customizations, logistics, and shipping requirements to ensure your pre-defined deployment schedule is met.

Configuration Quality Assurance

Either our own best practices or your specific deployment instructions are strictly followed to ensure devices are configured to meet each customer's requirements. The City of Mesa and OMNIA Partners Participating Public Agencies can provide a custom checklist to CDW•G for additional verification and testing.

All Configuration Center workers are trained on CDW's best practice quality assurance procedures that include a comprehensive check of each system we touch. First, we verify the compatibility of all components to be installed. Second, we verify that each component is installed properly, and the hardware installation is complete. Finally, we ensure that all hardware and software are functioning according to manufacturer specifications. Each step is completed by a qualified technician and verified by a Quality Control (QC) technician. CDW is ISO 9001:2008 compliant and the names of the primary technician and QC technician are recorded for all orders. All team members are held accountable for adhering to our quality assurance procedures. If any issues are encountered, CDW•G will contact you immediately to resolve the issue.

Any defective or damaged devices that are discovered during the configuration or warehousing process will be removed from stock and replaced with new, functional devices. The damaged or defective devices will be returned to the manufacturer on CDW's behalf. This process will not require the customer's involvement and should happen transparently to the customer.

Implementation Services

Our expert engineers configure and deploy your solutions to help you implement technology according to the City of Mesa and OMNIA Partners Participating Public Agencies' unique needs and ensure it works from day one. We can build, create, and analyze software or services, as well as test and release into a defined environment and implement changes outlined in the design phase. We implement technology adoption and organizational change management plans to ensure you're fully utilizing your technology solutions and deriving the value you expect.

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Any successful implementation requires careful attention to the management of the scope, people, and process of each project. Through our experience with numerous complex projects, CDW•G has refined an implementation methodology that uses project management best practices combined with real-world lessons learned. Our methodology has resulted in a standard for how we choose the people we hire, the way we structure our project teams, and the project milestones we set for customer acceptance.

We believe effective project management requires careful attention to the following plan elements and an appropriate level of communication between project participants. Our project plan includes the following components:

- Scope of Work
- Project Schedule
- Communication Plan
- Statement of Work
- Risk Management Process
- Change Management Process
- Issue Management Process
- Assumptions
- Deliverable Management
- Customer Responsibilities
- Partner Management
- Project Acceptance
- Contract

The graphic below provides additional insight into our comprehensive methodology.

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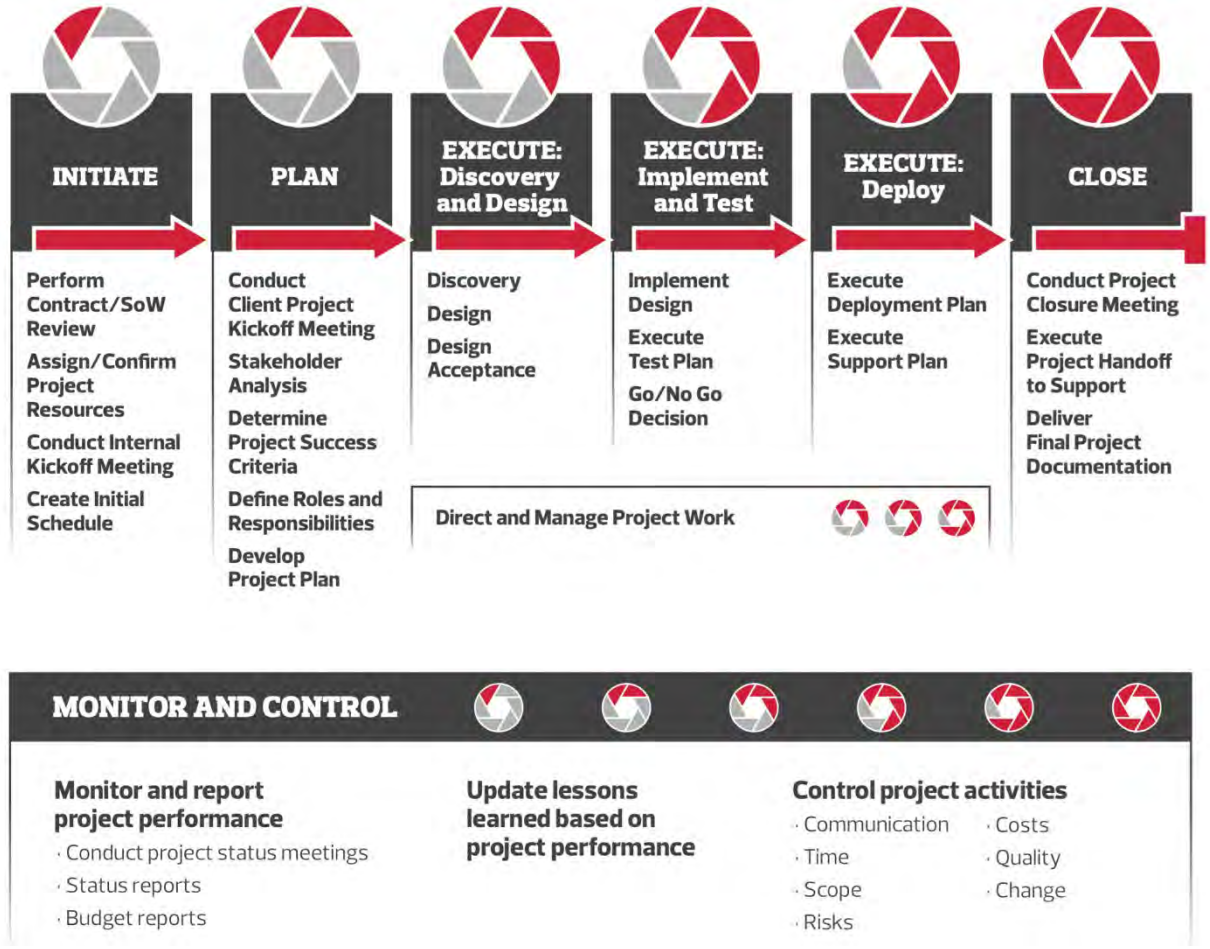


Figure 17. CDW•G's Comprehensive Project Management Methodology

Installation Services

CDW•G installs hardware, software, peripherals, and more. We offer a wide array of services to address the various tasks involved in configuration projects, including hardware and software installation and configuration, domain integration, branding, labeling, asset management, delivery, and distribution.

Our installation services include, but are not limited to, the following:

Computing Installation

Our installation services can help take the burden off your busy IT staff. We can help install and deploy new desktops, notebooks, and printers quickly and easily. We also assist with de-installation and moving of existing equipment, configuration services, and basic IT staff training (if needed) to ensure a custom solution that fits your environment.

Data Center Installation

We can help you optimize your data center with implementation services around your server, storage, power, and cooling technologies.

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Network Installation

Whether it be WAN or LAN, wired or wireless, we are ready to help you implement new network technology smoothly and efficiently.

Security Installation

In addition to offering a comprehensive security assessment, our security specialists can help ensure that your security solution is properly designed and implemented.

Interactive Whiteboard and Flat Panel Installation

Need to update a classroom or conference room with interactive whiteboards or flat panels? We offer manufacturer-certified specialists who can perform site-specific installation at your organization or institution.

Training Services

Our training sessions and programs align the training needs of your workforce with the goals of your technology projects, ensuring that teams across the City of Mesa and OMNIA Partners Participating Public Agencies' have the skills they need to support and optimize your tech stack long-term.

Product Training

CDW•G leverages our top partnership levels with the industry-leading OEMs on behalf of the City of Mesa and OMNIA Partners Participating Public Agencies. We work with you to host Technology Symposiums, which brings our best-of-breed partner network on-site to share key industry updates, product roadmaps, and technical deep dives. Our technical specialists, alongside OEMs will conduct product roadmap sessions, arrange demo loan products, and facilitate a combination of web and onsite training sessions.

CDW•G has two Technology Experience Centers (TEC) in the US that are fully functional data centers and networks, where the City of Mesa and OMNIA Partners Participating Public Agencies can experience technology in action — remotely or onsite.

These facilities offer onsite and remote demos of leading solutions and are managed by our Demo Lab team. These labs demonstrate how integrated solutions work in a real-world environment and help the City of Mesa and OMNIA Partners Participating Public Agencies determine which solutions best meet their needs. Demonstrations allow our customers to:

- See the newest technologies built as integrated solutions
- Host static demos that offer insight on how technologies work
- Help customers compare alternative solutions side by side
- Explore how the latest innovations can help customers achieve their goals

The City of Mesa and OMNIA Partners Participating Public Agencies can work with your dedicated CDW•G Account Managers to arrange a virtual or in-person visit to our Technology Experience Center. CDW•G will work to make as much training as possible through the above options.

Additionally, on any Professional Services engagements, knowledge transfer is part of our core methodology, ensuring that on-the-spot training is taking place and that IT staff knows how to manage and drive the new technology or environment upon our engineers' departure. CDW•G also offers a wide array of in-depth training options and workshops, highlighted below.

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Training Courses

We have experience in orchestrating IT projects and initiatives, from small and medium-sized businesses to enterprises. Combining our elite curriculum with the expertise and depth of our solutions and services gives the City of Mesa and OMNIA Partners Participating Public Agencies the skills you need to optimize your IT investments and achieve their most important outcomes.

Our courses meet the same standards for quality, interactivity, and alignment with today's biggest technology challenges. **Highlights** of our training courses include the following:

- Our courses are created and led by some of the world's best instructors, whose scores for delivery from students average 4.9 out of a possible 5.
- Each course is designed to maximize time spent in hands-on learning, including lab/range exercises and debriefs, tool walkthroughs, and case studies.
- Born out of some of the most demanding Security Operations Centers (SOC) in the world, our proprietary curriculum is uniquely sophisticated and pairs with vendor technology training to deliver a complete solution to your security and IT skills needs.
- Our training is developed in collaboration with industry leaders who share our commitment to thorough, leading-edge IT training. It's always up to date, with instructions specific to the latest versions of each tool.

Our courses are designed for virtual instruction, but they can also be taught live at your location. We'll tailor your workforce development program to meet the needs of each Participating Public Agency, wherever they are.

We offer courses and bundles to support virtually any project you may be initiating.

Please see our training catalog in Appendix 3. Additional courses and workshops include, but are not limited to, the following:

CDW OS ITSM Simulation/Executive Visioning Workshop

By participating in our IT Service Management (ITSM) business simulation workshop, the City of Mesa and OMNIA Partners Participating Public Agencies can learn how to increase the business impact of their internal service provision. This hands-on, highly interactive IT/Business workshop is designed to educate the City of Mesa and OMNIA Partners Participating Public Agencies' leadership and stakeholders in the business structure of process with technology.

Participants are given roles in a sub-optimal business unit in which they have to respond to real, everyday challenges and transform processes and underlying technology that meet the needs of the business. Results improve as each round concludes.

Benefits of this workshop include the following:

- Identify in real time how political, business, process, and technology issues intermingle and affect overall business results.
- Directly experience the increased efficiency yielded by process improvement.
- Achieve better alignment between leadership and staff as it relates to both process and internal cooperation.
- Learn to work better together as a team so that projects succeed.

CDW OS ITIL Training: One-Day Awareness/Three-Day Foundation

Our approach takes you on a journey through the five stages of the ITIL service lifecycle and helps the City of Mesa and OMNIA Partners Participating Public Agencies adopt best-practice

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processes used by leading organizations worldwide with tremendous positive impact. Whether you need full training and certification for key members or simply an executive overview for greater awareness and adoption, we've got you covered.

Our One-Day Awareness workshop educates and informs leadership by using case studies from organizations around the globe that have successfully implemented ITIL. We take a high-level, results-oriented approach to the People, Process, and Platform elements of the service improvement in order to convey:

- Key concepts of ITIL
- Practical guidance for applying ITIL to everyday IT situations
- How to align with business, control costs, and improve IT service quality
- Strategies to balance IT resources with business needs and objectives
- The role of technology and how to maximize its value

Our Three-Day Foundation course covers all material specified in the ITIL Foundation certificate and prepares attendees to successfully achieve their Foundation certification. We infuse real-world examples throughout and discuss overcoming the practical challenges and barriers to implementing process improvement. All of our instructors are ITIL experts and have years of hands-on IT practitioner experience, enabling them to effectively intertwine theory and real-life stories and scenarios.

CDW OS Process Alignment Workshop

Process improvement consulting is critical for state agencies striving to advance their process maturity in order to improve IT service delivery responsiveness, maintain consistent levels of service, and increase customer satisfaction.

Led by our Advisory Consultants, this half- or full-day Process Alignment Workshop is grounded in ITIL and industry best practices. Instead of reinventing the wheel, we'll focus on new processes that are in-scope for a project, aligning with existing processes in order to work together at all levels.

IoT Transformation Workshop

Our Internet of Things (IoT) Transformation Workshop is designed to help the City of Mesa and OMNIA Partners Participating Public Agencies understand your data needs, determine return on investment (ROI), and evaluate their foundational infrastructure to determine if any technical components should be retired, evolved, or added before implementing an IoT technology initiative.

In the workshop, we will walk through five focus areas:

- **Business drivers:** We'll outline business drivers for IoT, starting with your key stakeholders, business processes, business systems, and linkage to company goals.
- **Data investigation:** We'll review the data that needs to be derived. What kind of data are you gathering? Can this data be used by other departments? Is it revenue-generating data that can be sold to your customers as a service? We'll help you review your data to determine how your business will benefit from the data discovered as part of this workshop.
- **System of systems:** Do you need to pull in third-party data for this solution? Examples may include data from The Weather Company (an IBM business), mapping software, or data from other external tools or systems.

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- **Infrastructure readiness:** We'll determine if your infrastructure is adequate for the proposed IoT solution.
- **IoT technology:** You'll understand what related IoT technologies will need to be implemented for your new solution

CDW Information Security Cybersecurity Workshop

We offer half-day and full-day Cybersecurity Workshops for security leaders. We assemble our top experts in a range of domains — from compliance to data governance to zero trust to IAM and more — and spend dedicated time with your team to validate strategies, recommend best practices and align with organizational goals and expectations.

Our workshops are tailored to each state agency's needs and goals, with subject matter experts from a range of specialty areas. These sessions can be scheduled to kick off the beginning of a strategic planning cycle, to validate an existing plan or to "course correct" in the middle of execution. Each full-day or half-day workshop includes:

- **Expert Panel:** A grouping of experts, tailored to your desired topics of discussion. Workshops can be domain specific or can span the entirety of your cyber strategy.
- **Clear Recommendations:** Our workshops are designed to produce actionable guidance that makes a material improvement in your security program.
- **Fresh Insights:** Our experts are specialists in their fields, giving you the scoop on the newest technologies, best practices in the field and 12-18-month trend predictions.

CDW OS Organizational Change Management Planning Workshop

This three-day workshop teaches participants the Organizational Change Management (OCM) framework for managing the effect of change on an organization, including new business processes, changes in organizational structure, overcoming cultural hurdles within an organization and more. We accomplish this through an approach that is based on the five-step ADKAR framework in order to help you deal with the human-aspect of change management: Awareness, Desire, Knowledge, Action, and Reinforcement.

This workshop offers a myriad of valuable benefits aimed at enhancing your organizational prowess. Delving into the organizational history of the City of Mesa and OMNIA Partners, participants will gain a comprehensive understanding that serves as the foundation for crafting an effective communication and marketing plan, inclusive of targeted training initiatives. The workshop goes beyond theoretical concepts, providing practical insights into resistance management planning, a crucial skill set designed to preempt and navigate adoption challenges seamlessly. Additionally, our expert facilitators will guide participants in the formulation of a robust coaching plan, enabling them to identify and leverage strategic opportunities for optimal growth and development. In essence, this workshop is a holistic approach to empower your team with the knowledge and tools needed to propel your organization toward success.

PMO Assessment Workshop

Our DCT leads our Project Management Office (PMO) Assessment Workshop. This workshop is a high impact, comprehensive program to assess and improve Project Portfolio Management (PPM) practices over the course of 3-4 weeks. This comprehensive program consists of three survey domains: PPM current state, PPM satisfaction, and PPM assessment.

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IT Practices Workshop

Led by our DCT team, the IT Practice Review workshop gives the City of Mesa and OMNIA Partners Participating Public Agencies visibility into how your organization operates. Through a holistic approach, we look beyond process documentation into how teams work together. Each Agency is unique, and how processes are designed and implemented can either work for or against business objectives. In 2 short weeks, agencies will have a high-level map of their strengths and weaknesses and a plan to ensure their processes propel them to reach their goals.

IT Resource Cost Benchmarking Workshop

It's simply good business to operate in a cost-efficient manner and continually look and plan for opportunities that will improve the bottom line. Led by our DCT team, our IT Resource Cost Benchmarking Workshop can help the City of Mesa and OMNIA Partners Participating Public Agencies identify and plan areas for cost optimization using data-based metrics and relevant industry comparisons to support best-case decisions. Whether each agency is anticipating a cost reduction mandate, focused on continuous improvement, or simply wants better insights into their IT cost structure, our cost benchmarking study will have you covered.

For more of our training offerings and workshops, please see our training catalog in Appendix 3.

Maintenance Services

CDW•G offers various maintenance agreements to cover all types of vendors, products, and service levels. Our offered maintenance agreements give access to cover all vendors, products, and service levels with just one toll-free number. Types of available agreements include the following:

- **Coterminous Support Contracts.** A coterminous support contract can take the City of Mesa's existing manufacturer support plans and roll them together with one standard end date to eliminate the risk of a lapse in coverage.
- **Break/Fix Maintenance Agreement.** These annual maintenance agreements and contracts cover the repair or replacement of in- or out-of-warranty equipment.
- **Retainer Contracts.** Retainer contracts provide a designated block of time that guarantees the City of Mesa's access to field service and support staff, including system engineers, network technicians, PCs, and printer repair technicians, and more.

For a more comprehensive overview, please see "Repair" above.

Advisory Services

Please see "Consulting and Advising" above.

Managed and Support Services

CDW•G offers a wide variety of managed and support services. In June 2023, we ranked #10 out of 501 in the prestigious 2023 Channel Futures Managed Service Providers (MSP) 501 rankings; MSPs that qualify for the list must pass a rigorous review conducted by the research team and editors of Channel Futures. Applicants are ranked using a unique methodology that weighs financial performance according to long-term health and viability, commitment to recurring revenue, and operational efficiency.

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Our Managed Services offerings allow the City of Mesa and OMNIA Partners Participating Public Agencies to contract for support of your networks, systems, databases, and select applications. Our modular approach to IT management allows you to select services that best support your individual organization's goals and current capabilities.

We offer end-to-end solutions, including strategy development, technology selection, implementation, and operation. We offer multiple delivery models, including on-premises, off-premises, cloud, and as-a-Service models. Benefits of our Managed Services practice include the following:

- Establishing security posture
- Improving governance and overall operation
- Increasing availability and performance
- Making informed, strategic decisions based on data

Services include:

- Managed Infrastructure
- Managed Cloud Services
- Managed Security Services
- Managed Resiliency Services
- Managed Digital Experience

Managed Infrastructure Services

We offer ITIL-based monitoring and management services to help you manage your existing environments and focus on value-driving initiatives with Mainframe, IBM Power Systems, Converged and Hyperconverged Platforms, OS, Database, Storage, Network, Application Managed Services, and Service Management. Part of our Managed Infrastructure Services include, but are not limited to, the following:

Operating Systems, Applications, and Services

- Managed Patching as a Service
- Managed Mainframe Services
- Managed Mainframe Automation
- Managed Mainframe Monitoring

Data Center

- Managed Colocation Services
- Managed Storage Services
- Managed Backup and Restore Services
- Managed Server Virtualization Services
- Managed Database Services
- Managed Converged Infrastructure Services
- Managed Hyper-Converged Infrastructure Services

Network

- Managed Switching Services for OEMs such as Aruba, Cisco, Extreme, HPE, Juniper, and more.
- Managed Routing Services
- Managed Load Balancing Services
- Managed WAN Optimization Services
- Managed Wireless Networking Services

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- Managed Policy and Access Services

Managed Cloud Services

We help make your cloud initiatives successful — from application through migration and management with Cloud Enablement Services, Managed Private Cloud, Managed Cloud – AWS, Azure, and Google Cloud Platform (GCP), Managed Security for AWS and Azure, Sirius Power Cloud, SIEM as a Service, Monitoring as a Service, Patching as a Service, Unified Communications as a Service and Backup as a Service.

CDW•G has a Government Cloud Managed Services Team that understands the unique challenges public agencies face with regard to managed cloud solutions because we understand that managing a complex and evolving cloud environment requires unique and specialized skills. When production and business-critical systems must remain online without disruption, we can keep your infrastructure operating optimally. Our Managed Services for Cloud are an integral component of the City of Mesa and OMNIA Partners Participating Public Agencies' end-to-end digital transformation.

With CDW•G's trio of cloud MSP certifications, we have the expertise and experience to support the City of Mesa and OMNIA Partners Participating Public Agencies across all major cloud platforms. With AWS MSP and Microsoft Azure MSP certifications already under our belt, we are now one of a select few providers in North America, and an elite group of providers globally, to hold all three major cloud MSP certifications. Whether Participating Public Agencies are looking to migrate to the cloud, optimize their existing cloud environments, or manage multiple cloud platforms, CDW•G has the capabilities, talent, and resources to help the City of Mesa and OMNIA Partners achieve your unique goals. An overview of our Cloud Managed Services offering is as follows:

- **Managed AWS Services:** Our comprehensive next-generation Managed Services for AWS is backed by more than 20 years of managed services support experience. Delivered through CDW's Enterprise Command Center and managed by AWS-certified architects, consultants, and engineers, the City of Mesa and OMNIA Partners can focus on proactive initiatives and outcomes, not technology management.
- **Managed GCP Services:** Our GCP-approved architects, consultants, and engineers provide the day-to-day management so you can harness the power of your technology instead of simply managing it. Our cloud experts work closely with our customers to guide them to an end-to-end cloud management strategy that brings clarity to the cloud.
- **Managed Azure Services:** As a CSP provider for Azure and a Gold Platform member of the Microsoft Partner Network, CDW assists customers with the adoption and implementation of Azure securely and efficiently. We have a long-standing, award-winning relationship with Microsoft that we extend to our clients.
- **Google Cloud Managed Service Provider (MSP) Initiative:** CDW has successfully completed the requirements to participate in the Google Cloud Managed Service Provider (MSP) Initiative, bringing new capabilities to CDW•G's services portfolio and turning it into a trifecta in cloud-managed services. Google Cloud's differentiators bring to CDW an opportunity to accelerate customers' interest in innovative Managed Security Plays and Generative AI ventures. To receive this Google recognition, CDW demonstrated through third-party expert-assessment deep knowledge of Google's technology stack; CDW proved experience and stability in long-term managed customers and showcased a sound practice of support operations with Google-certified individuals on-call.

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Managed Security Services

Today's siloed security tools force analysts to pivot from console to console to piece together investigative clues, resulting in painfully slow investigations and missed attacks. Even though they've deployed countless tools, teams still lack the enterprise-wide visibility and deep analytics needed to find threats. Faced with a shortage of security professionals, the City of Mesa and OMNIA Partners IT Teams can leverage CDW•G to simplify security operations in a vastly changing security landscape. CDW's Managed Security Services bring mature processes and industry experts to support your security threat landscape.

The CDW Managed Security Services suite provides coverage for critical security tools and processes. The support model includes 24/7/365 support; this type of around-the-clock monitoring is essential for government entities like the City of Mesa and Participating Public Agencies that require vigilance and prompt response, all while complying with local regulations and standards. Our 24/7/365 model includes support for the following:

- Vulnerability Scanning Management
- Next-Generation Firewall
- Endpoint Protection
- Identity Access
- Security Incident Event Management
- Behavioral Analytics
- Security Orchestration Automation and Response

Our 24/7/365 Security Operations Centers stop threats with a cohesive, multifaceted approach designed to maximize return on investment by utilizing the top security tools in the industry, including, but not limited to, the following: Tenable, Palo Alto Networks, Cisco, Check Point, IBM, Exabeam, and CrowdStrike. Workflows are built on time-proven ITIL processes combined with top-tier commercially available tools to avoid vendor lock-in due to proprietary solutions.

To enhance deployed security tools, CDW•G uses threat intel feeds, proactive threat hunting, IOC research and investigation, automation, and machine learning. Your security landscape is supported by expert analysts with extensive experience and credentials. Our security team has 500+ security certifications and a team of 500+ experts. Some of our certifications include, but are not limited to, the following:

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Figure 18. Overview of Security Certifications

Managed Resiliency Services

We help maintain business continuity and recover critical applications and data with Managed Backup, Managed Disaster Recovery, and Managed High Availability.

Thoroughly protecting your organizational data from threats and recovering when needed can be complicated. With CDW Data Protection solutions, from industry-leading partners, defining data management capabilities throughout the data lifecycle — from creation to destruction — is easy, and provided as a fully managed service.

CDW can completely operationalize your data protection environment for one low monthly fee, with design, configuration, and implementation of your Rubrik environment according to your requirements. Deployment, monitoring, and full support of the environment, including the hardware and software, can all be done for a predictable monthly expense.

Managed Digital Experience

We help manage messaging, videoconferencing, voice, video, Unified Communications as a Service, SD-WAN, and business applications. We help provide a richer end-user experience by managing virtual workspaces such as virtual desktops and Citrix and the Microsoft Office 365 tools and orchestration.

Managed Services Levels

We provide three levels of managed services:

- Advanced Monitoring -- Bronze
  - Advanced Monitoring includes comprehensive monitoring and alerting for supported technologies. In addition to basic availability monitoring of devices and services, CDW also provides error/exception monitoring, threshold monitoring, and performance utilization monitoring. All monitoring data is available through a web-based reporting engine.

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- Proactive Maintenance – Silver
  - Proactive Maintenance includes patching services. CDW proactively monitors vendor patch availability, analyzes patch necessity and priority, and applies recommended patches to your system.
- Availability Management – Gold
  - Availability Management includes break/fix engineering support and an SLA for device availability. CDW's SLA for all Gold level modules is a 99.9% monthly services uptime guarantee.

Each of the levels encompasses the previous levels. There is no loss in service when moving to a more comprehensive level, meaning that no operational tasks are lost when moving between levels.

Support and Continuous Improvement

CDW•G experts provide technical support for complex technology solutions when your IT, development, and business teams need it. Our experts work with you to continuously optimize your technology environment.

Staff Augmentation Services

For more than 20 years, CDW•G has been providing customers the ability to staff their projects by giving them access to our experienced architects, engineers, project managers, and consultants drawn from our deep national and in-market resources. Our goal is to provide the City of Mesa and OMNIA Partners Participating Public Agencies the ability to scale up and down your augmented workforce on demand, giving you the ultimate flexibility to meet your evolving needs and upcoming project plans. Staff augmentation ultimately reduces costs; the City of Mesa and OMNIA Partners Participating Public Agencies can quickly access experts without a long-term commitment, lengthy hiring process, or administrative burdens.

CDW Staff Augmentation Services help meet the demands of your organization in unique ways. We provide skilled staff to augment your team with expertise in a wide range of technologies, offering an objective view of IT that ensures you will always receive the right solution to your problems while minimizing payroll costs and maximizing time savings for your priority projects.

We have a wide range of resources ranging from Level-One help desk to Senior Engineers and Architects to Management. Our areas of support run the gamut - from Networking to Cloud Engineering, DevOps, to Application Development. A snapshot of our areas of expertise can be found below:

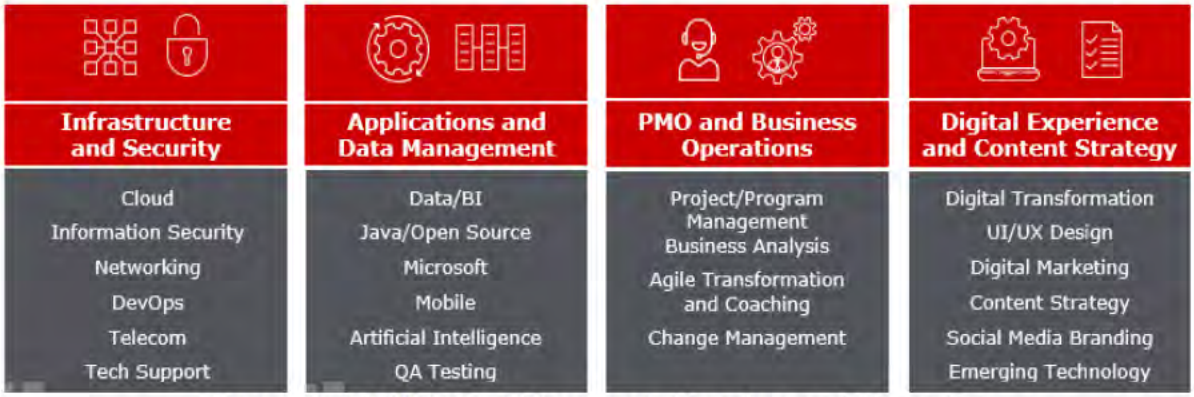


Figure 19. CDW•G Staff Augmentation Areas of Expertise

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Professional Services

A variety of our professional services have been described throughout our services offering section thus far. As mentioned, our project managers and consultants work directly with the City of Mesa and OMNIA Partners Participating Public Agencies to design and implement every facet of your IT solution. After assessing your current environment and business objectives, they'll produce a detailed project blueprint. Partnering with your existing staff, they'll oversee the full implementation of the solution. After a successful implementation, they'll perform quality assurance and troubleshooting before leading an in-depth closeout meeting to make sure your team is ready to take the reins. Our end-to-end support ensures that your solution can do it all: improve end-user experiences, increase efficiency, and free up your team.

OMNIA Success Story: Midsized County

Background

Government entities often find themselves having to act very quickly to follow through on their most critical initiatives. They typically have an idea of what they want to accomplish, yet the path to execution is rarely straightforward. Whether it relates to budget approval, how long funds are available, or the expertise to go from idea to implementation, IT Departments must be ready to act quickly, requiring a partner they can trust to execute at a moment's notice.

Challenge

This mid-sized County, like many of their peers, has a small IT team, with the knowledge and expertise to keep things running, but implementing new technologies on a regular basis is a continued challenge. Not only is their staff somewhat unfamiliar with the latest offerings in areas like Hyperconverged Infrastructure and Next Generation Data Protection, but once funds become available, the prospect of lacking in-house resources to implement these innovations within the necessary timeframe is a major concern.

Solution

This County needed a partner that could complement the strengths of their IT team and walk hand in hand with them to help design, implement, and manage complex technologies. CDW•G presented technical engineers to help educate the team on the solution, informing them on how the technology functions, as well as properly standing up the solution in their environment. CDW•G deployed resources to help with everything from network equipment, network security, and data protection – from advisory services to setting policies on their new equipment.

Success through OMNIA Partners

OMNIA Mesa and CDW•G were the perfect procurement vehicle for this County to deliver on these "just-in-time" technology solutions that are becoming more and more essential in the local government space. CDW•G instilled in IT leadership the confidence to undertake projects, guiding them seamlessly from conception to implementation, transforming what once seemed unattainable into achievable milestones with a trusted strategic partner.

This customer leveraged the Mesa OMNIA contract as a swift and efficient avenue for procurement, guaranteeing the responsible allocation of constituent funds. Entrusting CDW•G as their advocate, the IT department could rely on expert guidance to select the optimal technology, ensuring seamless functionality from day one.

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Comprehensive Product Offering

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

CDW•G's comprehensive line of products and services can be found at www.cdwg.com. We have also provided our Line Card in Appendix 2.

However, our offering would not be complete without highlighting our sector-specific services and capabilities. We understand that state agencies, local governments, higher education institutions, and K-12 entities have different needs.

CDW•G for Public Safety

CDW•G's Public Safety Team has a specialized practice devoted to public safety issues, with more than 20 years of experience and hundreds of engagements to our credit. Fire, Police, and other Emergency agencies face unique challenges, even different from other government agencies. Understanding this, we built a team with the sole focus of supporting our nations critical Public Safety agencies. Our team of dedicated Public Safety Business Development Managers will guide the City of Mesa and Participating Public Agencies to the most impactful choices, address all the requirements, policies, and strategies you face every day, and show you how the pieces fit together.

At CDW•G, we actively engage with fire, police, emergency medical services, emergency management, and other agencies, offering invaluable insights into their myriad options. Recognizing that a little guidance can yield substantial results, our profound knowledge and expertise in deploying cutting-edge technology stand ready to empower decision-makers in selecting optimal public safety solutions.

Modern-day emergency management and first response require fast and always-available access to information. Without it, police officers, first responders, and emergency personnel are at a disadvantage against criminals and natural disasters alike. Innovative digital solutions provide new, engaging approaches to fulfilling missions and keeping communities safe.

Our offering covers the full spectrum of capabilities:

Video

- In-vehicle video, capture, and management
- Body-worn cameras
- Interview room monitoring
- Fixed security
- Surveillance
- Analytics
- Collaboration and telepresence
- Case management

Mobility

- Mobile data laptops and tablets
- Data collection and scanners
- Mobile printing
- GPS and automatic vehicle location
- Mobile access routers
- Wi-Fi solutions
- Advanced authentication

Data Center

- Servers and storage area networks
- Hyperconverged infrastructure
- Backup and recovery
- Virtualization
- Cybersecurity
- Unified communications
- Enterprise wireless

Command, Control, and Intelligence

- Mission Critical Operations Centers
- Data Visualization and Analytics
- Situational Awareness Platforms
- Mobile and Deployable Solutions
- Evidence Management

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- Cloud solutions
- Virtual private network mobile software
- Cloud solutions
- Alert and mass notification
- systems
- Power and cooling
- Cloud solutions

CDW•G understands that each state has different laws pertaining to the sale of physical security/public safety hardware and equipment; CDW•G ensures that we have or will have applicable licensure for any products and equipment we provide to the City of Mesa and OMNIA Partners Participating Public Agencies.

Success Story: Implementing Situational Awareness Rooms for a Large Urban City

Law enforcement bureaus were looking for methods to mitigate risk and engaged CDW•G in these discussions. This conversation started an 18-month process of consulting and designing a new Joint Operation Command Center (JOCC) that could be used at a central location by engaged bureaus.

The JOCC is designed to provide joint command capabilities for more than five federal partners and will serve as a command and control center for the City's significant events moving forward. Additionally, the JOCC will be a central point of communication and control for future civil unrest.

The primary Command Center seats 80 individuals and includes a 1.1M LED 80 feet wide video wall. Additionally, the center contains seven adjacent conference rooms fully equipped with digitally transformed audio-visual systems. Work began in the last quarter of 2022 and will be one of the leading operations centers in North America.

CDW•G for Education

CDW Education understands the challenges – and opportunities – involved in building a flexible and supportive personalized learning environment for K-12 and Higher Education students. We currently support 2,300 K-12 and 1,400 Higher Education (Higher Ed) institutions and entities on the existing City of Mesa and OMNIA Partners contract. You can continue to count on us to guide you through tight budgets, numerous choices, and expertise shortfalls so that you're prepared to meet your IT needs, now and in the future. Through the acquisition of Amplified IT in 2020, we are further able to support our education customers with our own tools, such as LittleSIS, Gopher, and more.

We know that our education customers' need for vendor support does not stop at deployment completion. Maintaining technology program innovativeness and alignment with your education goals is a continuous and daunting task. In fact, in a year, your program may look very different. You need a vendor that does more than meet your technology requirements right now; you need a vendor partner that shares a passion for education and continued development to future-proof schools, staff, and students for long-term success. Our Education Strategists help educators include technology as part of their educational planning and goals; we pledge to remain dedicated to supporting the full scope of each OMNIA Partners Participating Public Agencies' technology and related educational needs.

We have actively expanded our catalog, certifications, and solutions to address the latest developments in Education technology, including cloud, IoT, drones, and esports, so that we can continue to support the changing needs of the City of Mesa and OMNIA Partners

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Participating Public Agencies. In addition, we have dedicated CDW•G Education resources aligned to these solution areas to help you understand and implement them. Moving forward, we expect the landscape in which we compete to continue to evolve as new technologies are developed, and we will continue to evolve with those technologies.

We offer a variety of education-specific services and solutions, some of which align with leading manufacturers, such as Amazon Web Services (AWS), Microsoft, and Google. Our goal is to help empower students, families, faculty, staff, and administrators as they explore and build opportunities for improving academic outcomes. Some of these services and solutions include, but are not limited to, the following:

CDW•G and Google for Education

We are a Premier Google Partner on a mission to empower schools to get the most out of Google Workspace for Education. In August 2023, we were awarded Google Cloud's Partner of the Year in the Specialization category for excelling in the Education sector and delivering positive customer outcomes. Our teams of education and technology experts have served more than 4,200 districts across the US and Canada, including 12 of the 15 largest districts.

- **CDW Collaboration Amplified Support for Google for Education:** Save your IT team valuable time and resources and empower them to make the right decisions for your institution's digital infrastructure. Equip them with the support they need to prevent and mitigate technical challenges like network errors, misaligned settings, security breaches, app degradations, and more. The Amplified Support for Google for Education service partners technical staff with Google IT specialists who provide on-demand support, customized solutions, and professional collaboration to help your institution keep up with Google's ever-evolving environment, optimize the operation of your Google for Education domain and Chrome OS, and achieve the strategic goals of your administrators, educators, and students.
    - Support services include on demand support with highly responsive SLAs, customized solutions, and professional collaboration.
- **CDW Collaboration Chrome Checkup:** With the rapid adoption of education technology through a 1:1 model, classroom carts, or computer labs, Google Admins are managing the settings and configurations for Chrome and fleets of Chrome devices. Neglecting to keep up with Google Chrome updates and the normal degradation that comes with usage can leave Chrome devices vulnerable to metric and data errors, security breaches, and operations issues. A Chrome Checkup explores an institution's current Chrome and Chrome device settings in the Google Admin console to provide recommendations based on education best practices to ensure their fleet is optimized for success and ready for deployment.
- **CDW Collaboration Google for Education Audit**: Ongoing Google for Education feature changes can make it difficult for you to keep your institution's Google Workspace domain up to date. Neglecting to properly configure even a few settings in the Google Admin console can leave it vulnerable to undelegated access, metric and data errors, and security breaches. The Google for Education Audit analyzes your Workspace environment against the latest education best practices and Google Workspace updates and provides an actionable plan to improve the efficiency of your domain for the success of your administrators, teachers, and students.
- **CDW Collaboration – Google Voice for Education:** Google Voice is a simple, smart, and scalable cloud-based phone solution that allows administrators and teachers to stay connected to students and parents via a desktop phone or cellular and computer devices

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without having to use their own phone numbers. With the options of remote, hybrid, and in-person teaching and learning models exposing the need for schools to have an efficient communication system, Google Voice is a valuable option that puts administrators and teachers in control of their call logs, whether teaching and learning are happening in the building or at home. Google Voice is intelligently optimized, secure, and compliant and fits seamlessly into the Google Workspace for Education workflow.

- **CDW Collaboration – Google Workspace for Education KickStart:** The Google Admin console has over 1,000 settings that do not come out of the box tailored to meet the needs of your institution, and Google Admins are left to build out the Google Workspace for Education domain on their own. This can result in misconfigurations, improper OU structure, an abundance of delegated permissions, and security vulnerabilities that affect teaching, learning, and safety. A Google Workspace for Education KickStart provides institutions with a configuration guide for all the settings in their Google Admin console. Recommendations are based on education best practices and an institution's unique strategic goals, so the domain is operating at its highest level from day one.

CDW•G and Microsoft for Education

CDW's Amplified for Education Services offer comprehensive Microsoft 365 EDU support to schools, addressing your most urgent problems in classroom technology, remote learning, device management and security. With our expertise, you can optimize your learning environment by leveraging Microsoft technology and affordable Windows 11 Education devices to their fullest potential.

We offer multiple Microsoft EDU Services for your environment, including:

- **Microsoft EDU Modern Management Program | Intune for Education Pilot**: By streamlining device management, reducing downtime and IT support costs, and improving data protection, Intune for Education can complement schools' current Intune for Enterprise as an add-on or a stand-alone plug-and-play service. With its focus on delivering high-quality, innovative, and inclusive education for all students, Intune for Education empowers schools to leverage their existing infrastructure while enhancing their device-management capabilities specifically tailored for educational settings.
- **Microsoft Education Discovery and Design | M365 EDU Ecosystem Assessment:** By providing clear guidance on what tools are being utilized or not utilized, this assessment enables ITDMs to optimize software usage, reduce unnecessary spending and make informed decisions about their technology budget.
- **Amplified for Microsoft EDU | Windows 11 Readiness Assessment:** The Windows 11 Readiness Assessment includes a series of workshop sessions that help schools evaluate EDU environments in preparation for the deployment of Windows 11 and its features, identify scalability constraints, make informed decisions, and implement the necessary enhancements to ensure successful adoption.
- **The CDW Education Collaborative | Microsoft:** The CDW Education Collaborative is a forward-thinking community of K-12 districts looking for insights and best practices for administering and mastering Microsoft 365 Education and Google for Education ecosystems. The Education Collaborative provides a one-stop shop to access useful content and helpful advice from fellow education IT professionals, CDW professionals, and Microsoft and Google insiders.

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CDW•G and AWS for Education

We are part of AWS' Partner Network with an active Advanced Consulting Partner status. CDW•G coworkers have earned more than 200 AWS certifications, including the AWS Database and Data Analytics Specialty Certifications, as well as the AWS Migration Competency, AWS Storage Competency, and more.

- **CDW Hybrid Cloud AWS Appstream Implementation Services (Education Segment):** With more students learning remotely with less-robust devices, the demand for remote application access is growing. The AWS AppStream service allows students to access their critical apps remotely, and CDW•G has developed a turnkey service to get your students and institution up and running. Provide access to the applications your students need without the expense and security risk of building and hosting on your premises. CDW•G will plan, configure, and deploy the AppStream solution for you.
- **CDW Classroom in the Cloud on AWS Hybrid Cloud:** The cost of purchasing, installing, implementing, maintaining, and replacing the hardware and software needed on your facilities to accommodate the curriculum your students need can create a budget black hole, which is why we created our Classroom in the Cloud on AWS, an enhanced Desktop-as-a-Service (DaaS) solution. Allow CDW•G to help you increase efficiencies, decrease costs, and improve the student experience by building virtual classrooms and labs in AWS. With CDW•G's Classroom in the Cloud service, you have the flexibility to spin classrooms up and down, use online faculty resources, and provide students with 24x7 access to complete or repeat work outside of class, all while keeping costs at the requisite minimums. In addition, CDW•G can provide you with content for the grant proposal necessary to receive the funds to use this service, if needed.

These sector-specific offerings provide insight into our capabilities; however, they are not comprehensive.

Success Story: Custom-Built Esports Room in a Southeast School District

Background

Several educators at a junior high school created an after-school esports club that met online during the pandemic. When students returned to campus, the club met in the school library. The staff and principal envisioned so much more; they wanted to add esports to the curriculum and build a dedicated esports room. They pitched their ideas to school district leaders and quickly won support.

The CDW•G team, which includes esports experts, initially met with school officials in the spring of 2021 to discuss the district's immediate and long-term goals. In doing so, they learned the gaming room needed to be multifunctional for teaching both esports and other classes.

Engagement and Solution

The district took advantage of CDW•G's Blueprint to Design service, which includes its furniture partner Spectrum Industries, to create an initial floor plan and design for the room.

At the same time, CDW•G's esports advisers made technology and furniture recommendations to fit the district's budget. After receiving feedback on the initial designs, CDW•G developed new 2D and 3D renderings for the space. During this process, CDW•G held multiple virtual and onsite visits. Before the technology and furniture arrived, the school

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hired a general contractor to equip the room with enough electrical outlets and network drops for the PCs and other equipment. With the infrastructure complete, CDW•G and their installation partner installed the LED lighting and 65- and 75-inch Samsung displays. Once the furniture and tech equipment arrived, we assembled the gaming desks and chairs and installed the computers and gaming peripherals.

Outcome

In the fall of 2021, this junior high school opened a state-of-the-art esports room, transforming a traditional classroom into a rich learning environment. This esports room has become the home for a semester-long interdisciplinary course that teaches them about the career and technical skills they will need in the fast-growing field.

Financing

I. Financing: Options available such as lease programs and conditional sales contracts.

CDW•G has an in-house Financing Solutions Team to help the City of Mesa and OMNIA Partners Participating Public Agencies navigate among our tailored payment solution options, which include leasing, financing, subscriptions, etc. We take a consultative approach to financing options that ensure the City of Mesa and OMNIA Partners Participating Public Agencies' goals are met.

At CDW•G, we focus on providing the best solutions in the industry—and that includes Financing Solutions. CDW•G can facilitate an agreement between OMNIA Partners Participating Public Agencies and various leading financing companies that can help each Participating Public Agency obtain the payment terms that best fit their unique needs and budget requirements. Agencies can secure a payment solution structure with maximized options and terms.

CDW•G's Financial Partners provide the best option to fit the City of Mesa and OMNIA Partners Participating Public Agencies' needs. For agencies with a Master Lease Agreement established, we likely have a partnership in place with their provider or can establish one, to extend their existing agreement to incorporate purchases from CDW•G. Often, we leverage relationships with our partners to offer more advantageous rates, terms, and structures. For agencies that have diversity requirements to meet, we can recommend small and diverse partners that hold relevant certifications.

Our Premier Financing Partners include, but are not limited to, the following:

- Arrow Capital Solutions
- Cisco Capital
- Dell Financial Services
- HPE Financial Services
- Lenovo Financial Services
- LEAF Commercial Capital, Inc.

Conditional Sales Contracts

CDW•G offers conditional sales contracts. Our consultative approach to financing options ensures that the City of Mesa and OMNIA Partners Participating Public Agencies receive a tailored solution offering that aligns with your needs and budget requirements.

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Distribution of Products and Services

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 US Territories and Outlying Areas.

CDW•G provides nationwide delivery for our hardware products and has a robust system in place to secure timely delivery. Many of our top manufacturers and software publishers' representatives are onsite at CDW•G's sales offices to facilitate requests for information and assist with designing the best possible solutions.

- We receive detailed insight into supply chain availability, manufacturing delays, distribution shortages, and overstocks, as well as other disruptions related to supply and demand variability
- We often secure additional inventory to offset any known supply issues
- CDW•G works closely with our vendor partners to train and certify our account managers and technical staff and to deploy and manage technologies in customer environments
- CDW•G has received awards and recognition from our partners for developing and delivering exceptional solutions

Products and services will be offered to all states under the Master Agreement, including US Territories and Outlying Areas where allowable and applicable by local government regulations, CDW•G contractual limitations, and our relationships with the respective manufacturers.

Additionally, due to the relationships that CDW•G has with both OEM partners and shipping carriers, we ensure the traceability of products regardless of their origin. If products are shipped directly from a manufacturer location, our logistics and drop ship team maintains active communication with the manufacturer and the preferred carrier to ensure that the correct number and model of products are being shipped, and that shipment schedules are being met.

We do not procure from gray market vendors and only work directly with manufacturers and their authorized sources. Our supply chain complies with industry standards to support the IT needs of public sector customers. Our catalog contains a vast range of manufacturers, so customers can expect transparency since we do not manufacture products ourselves. The Government Industry Data Exchange Program provides a report of counterfeit or suspected counterfeit products weekly. We cross-reference this list with our inventory and sales. To date, none (0%) of the products we've carried or sold have been classified as counterfeit. All of CDW•G's shipping and quality processes are based on the ISO 9001:2015 certification standards, of which we are certified.

Streamlined Order Process and Fulfillment

Once an order is credit-released, it goes to the purchasing department to check whether the products are in stock. If products require configuration services, they will be sent to CDW•G configuration center, a designated area of our distribution center, where they will be configured according to the customer's specifications. Our highly trained and experienced configuration technicians perform custom configurations very efficiently.

A product never leaves the configuration center without receiving a full three-stage quality control check, even if it is only being asset tagged. Also, prior to shipping, all packed boxes go through quality control checks.

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Fulfillment

The order fulfillment process begins when a batch of orders are systematically released and sorted according to type and priority; for example, split-case picks, full-case picks, oversized picks, and install picks. Our ISO-certified order fulfillment procedures and requirements meet rigorous industry standards to ensure that your order is shipped quickly and accurately. Overnight and Configurations-Priority orders receive processing priority during order fulfillment.

Extendable conveyors move in and out of trailers, bringing product directly to the current loading position and optimizing the number of people needed to load a trailer. CDW•G has an agreement with UPS for direct lane shipping and will pre-sort packages into trailers that go directly to a sorting hub closer to the end-destination. This reduces overall processing and travel time to increase our 2-day delivery footprint.

The majority of orders are picked paperlessly, using radio frequency scanners, or voice picking headsets in our Las Vegas (LV) distribution center to identify the product necessary for the shipment and direct the coworker to the proper location. The product UPC is scanned to verify quality and serial numbers are captured via a barcode scan. Smaller items are picked directly into CDW branded boxes or padded envelopes, with automation for the carton assembly and shipping label application in the LV distribution center. Larger items are placed onto the conveyor where the entire carton is goes through a scan tunnel to review all barcodes and then shipping labels are automatically applied. The largest items are picked in a similar manner via forklift; coworkers are directed to the location, the product is scanned for quality, and then the product is taken to a printing station to receive the shipping labels.

Efficient Distribution System

Our distribution centers are designed for continuous commitment to accuracy, quality, and speed. Our facilities have multiple levels of storage, miles of high speed conveyors and sorters, UPC bar code scanning, product serial number capture, with a paperless Radio Frequency (RF) and Voice Directed picking processes. Each step in the product movement process is verified with a barcode scan, from receiving through shipping. We ship 40,000 to 50,000 boxes per day depending on the time of year.

As one of the largest direct marketing resellers in the US, CDW•G has positioned itself very closely with the major shipping companies and other delivery service companies to provide standard or expedited product delivery. Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on site employees at our distribution centers, individuals with a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options. We also have contracts with truck load (TL) and less than truck load (LTL) carriers for large orders and heavy products.

Master Agreement Pricing Compliance

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

A designated Program Management Team working alongside Ty Robles, the City of Mesa and OMNIA Partners' Program Manager, ensures that Participating Public Agencies will receive Master Agreement pricing. Ty and the Program Management Team regularly conduct self-audits to ensure pricing compliance and take corrective action when needed.

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Compliance

Immediately upon award of a contract, Ty reviews and disseminates the contract documents and all related proposal documents, recording all items that CDW•G will need to manage. Ty is responsible for ensuring that CDW•G observes commitments included in the contract. For example, if CDW•G commits to a pricing structure based on a certain discount from advertised pricing, it is Ty's responsibility to record the pricing in the contract management software, which then locks the structure for purchases made under the contract. Since Ty is often the person most familiar with the contract, she will also make recommendations for improvements and efficiencies based upon their constant analysis of the contract's provisions and trends with the City of Mesa and OMNIA Partners' use of the contract.

Automated Contract Management System

Ty sets up the pricing in our Contract Management System and works with our in-house eProcurement/Digital team to update your online catalog with fixed pricing and the various logons and security settings for OMNIA Partners' Participating Public Agencies. Once the structure is loaded, no additional manual intervention is needed to maintain it. End users will be able to view and verify the contracted pricing through this unique URL without the need to log in with a password.

Distribution Channels

CDW•G offers various distribution methods for our customers. It is of the utmost importance that our customers can purchase from us however is easiest for them. CDW•G works with several other companies to help to process, handle, and/or ship hardware products to customers. In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services (less than truckload), and local messenger services.

We provide the City of Mesa and OMNIA Partners Participating Public Agencies with a Premium Page in which you can quickly and efficiently place and track the status of your orders.

As one of the largest resellers, CDW•G has established very good working relationships with the major manufacturers in the technology industry. Our buying power attracts the industry's top manufacturers, including their best prices and rebates. Most manufacturers send us daily Electronic Data Interchange (EDI) downloads with pricing and product availability information. Also, we receive timely notifications regarding product changes and lifecycles, as well as real time inventory information.

Our two distribution centers are located in close proximity to principal distributors; this enables us to obtain competitively priced, non-stocked items relatively quickly. If a product is out of stock in CDW•G distribution centers, CDW•G can leverage our local and national distribution network; if the product is in stock in the distribution network, CDW•G can generally secure product(s) from our local distribution network within 24 hours. The value-added benefits of our highly automated state-of-the-art distribution systems are that the City of Mesa and OMNIA Partners Participating Public Agencies will receive the right products quickly, configured correctly and ready to use; this will enable you to maintain a high level of productivity and to better serve your organization and citizens.

The City of Mesa and OMNIA Partners Participating Public Agencies contact your dedicated CDW•G Account Manager to place an order via phone, email, or fax; additionally, you can use your CDW•G Account Center to place orders.

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Shipment Partners

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

We work with several authorized channel partners to deliver solutions to OMNIA Partners Participating Public Agencies. These include OEMs, Publishers, Cloud Solution Providers, and Distribution Partners (Tech Data, Ingram Micro, SYNNEX, Avnet, and Arrow Electronics). In addition to the manufacturer and distributor partners we work with, we have built strong relationships with industry well-known carriers such as FedEx Parcel, UPS Parcel, UPS Freight, FedEx Air Freight, CEVA LTL services, Tforce, and local messenger services.

Due to the extensive carrier worldwide service capabilities, excellent record for on-time delivery, and competitive pricing, we ship the majority of our products via UPS or FedEx. Both companies have on-site employees at our distribution centers; these individuals have a track record of supporting CDW•G with sophisticated capabilities to leverage their intermodal transport options.

Depending on the unique needs of each opportunity, CDW•G will work with these resources in conjunction with the City of Mesa and OMNIA Partners Participating Public Agencies to choose additional vendors that best fit based on the work and needs of the customer. Details of the chosen vendor will be provided to the interested party during scoping.

Distribution Centers

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

CDW•G has two large strategically located distribution centers controlled by a Warehouse Management System (WMS) that ensures speed and accuracy throughout the order fulfillment and distribution processes. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL, and a 513,000-square-foot distribution center located in North Las Vegas, NV.

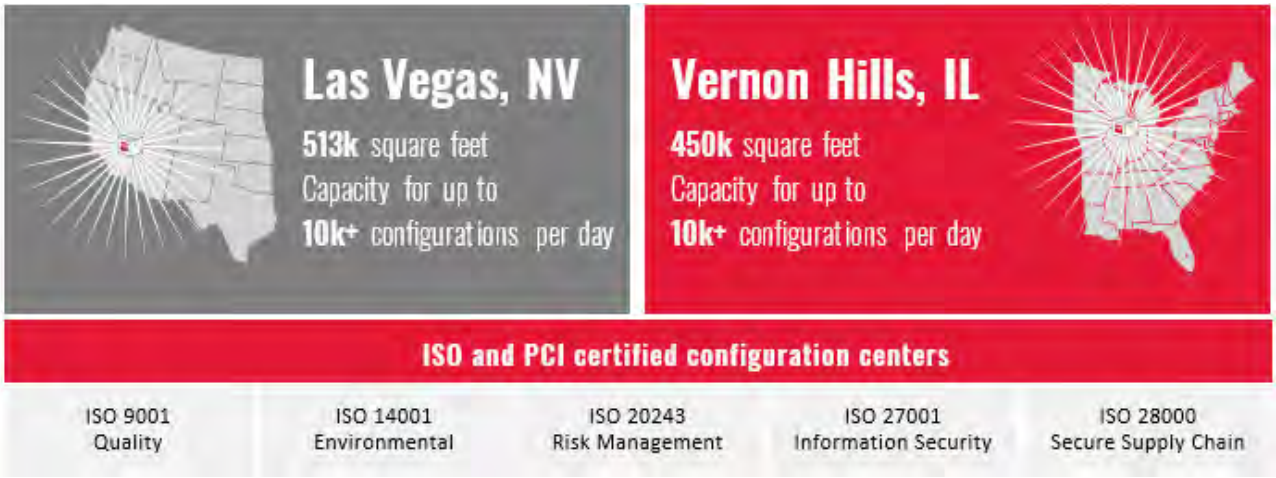
Addresses for our distribution centers are as follows:

Las Vegas Distribution Center	**Vernon Hills Distribution Center**
3201 E Alexander Rd. North Las Vegas, NV 89030	200 N Milwaukee Ave. Vernon Hills, IL 60061

These locations facilitate quick distribution of products to our growing customer base throughout the country. The Vernon Hills (VH) distribution center focuses on distributing products to customers east of the Mississippi River, while the Las Vegas (LV) distribution center primarily serves the western part of the United States.

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We have access to more than 100,000 top brand-name products from more than 1,100 leading manufacturers. Due to the size of our facilities, which span four levels of storage and three level picking modules, forklifts are required to stock and pick products as needed.

We hold more than $500M of inventory in our two in-house distribution centers that total almost one million square feet.

The value-added benefits of our highly automated state-of-the-art distribution systems are that the City of Mesa and OMNIA Partners Participating Public Agencies will receive the right products quickly, configured correctly and ready to use; this will enable the City of Mesa and OMNIA Partners Participating Public Agencies to maintain a high level of productivity and to better serve your communities.

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3.3 MARKETING AND SALES

Implementation Plan

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:

CDW•G's leadership team is securely behind the growth and strategy of this program for both the City of Mesa and OMNIA Partners Participating Public Agencies nationwide. CDW•G has provided the City of Mesa and OMNIA Partners an executive sponsor, David Hutchins, Vice President of Strategic Programs, who commits to endorse and sponsor the award within the first 10 days of the contract. The City of Mesa and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G.

CDW•G has had a long-standing relationship with OMNIA Partners (and previously with affiliates of OMNIA, including NIPA) since 2003. We continue to lead and facilitate our growth strategy with numerous public entities that utilize the multiple OMNIA contracts to which CDW•G has been named. CDW•G will continue to partner with OMNIA Partners through this contract, if awarded, and other contracts to identify additional members under this solicitation. CDW•G will abide by various regulations and requirements in multiple jurisdictions, including some with mandatory use requirements, exclusions, or preference of public entities on utilization of specific contracts. We have included a cohesive implementation plan and pledge to continue focusing on the growth of this contract's awareness and success. Those involved in the Contract Launch and committed to the success of the City of Mesa and OMNIA Partners/CDW•G partnership are highlighted below:

Executive Leadership and Support



David Hutchins – Vice President, Strategic Programs

David is the Executive Corporate Sponsor for the City of Mesa and OMNIA Partners agreement. David has more than 25 years of sales experience and has held numerous leadership positions within CDW•G since 2003. As VP of Strategic Programs, he is responsible for the alignment of key enablement areas, including sales operations and support, programs and contracts, capture, business development, proposals, and business diversity. As the Executive Sponsor, he is dedicated to the success of this contract.

Email: david.hutchins@cdwg.com | **Phone**: +1 (847) 968-9782



Dario Bertocchi – Vice President, Contracting Operations

With more than 20 years at CDW, Dario brings a wealth of knowledge to the City of Mesa and OMNIA Partners. As Vice President of Contracting Operations, he manages more than 240 professionals across proposals, contract and program management, contract negotiation, and contract pricing.

Email: dariber@cdw.com | **Phone**: +1 (203) 851-7049

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Capture and Business Development



Mark Ellis – Senior Capture Manager

Mark Ellis is the City of Mesa and OMNIA Partners' National Account Manager. Mark is an active participant in the planning and strategy to promote the OMNIA Partners agreement. Having been with CDW for more than 22 years in various roles, from Account Manager, Program Manager, and Capture Manager, Mark is intimately familiar with this contract, the mutual CDW•G and OMNIA Partners target market, and how to best position the City of Mesa and OMNIA Partners contract for its best success. He is committed to the success of this contract and looks forward to ongoing collaboration with the City of Mesa and OMNIA Partners.

Email: markeli@cdwg.com | **Phone**: +1 (732) 982-0390



Elysse Wayman – Manager, Business Development

Elysse actively participates in the planning and strategy to promote the OMNIA Partners agreement. She is an expert in the State and Local government landscape and has nearly a decade of experience working in information technology. Her experience and expertise are of great benefit to the successful growth of the OMNIA Partners contract.

Email: elysway@cdw.com | **Phone**: +1 (813) 804-5380



Jason Schwartz – Senior Manager, Business Development

With nearly two decades of experience at CDW Government dedicated to public sector customers, Jason and his team build the frameworks and strategic plans to proactively identify, pursue, win, and optimize new business within the highest opportunity customers in the State and Local Government segment.

Email: jasons@cdw.com | **Phone**: +1 (847) 419-7542



Chris Webb – Director, Capture & Business Development

Coming up on nearly 20 years at CDW•G, the City of Mesa and OMNIA Partners will greatly benefit from Chris's experience in territory growth, customer expansion, and partner alignment. As Director of Capture and Business Development, Chris is an active participant in the strategy and development of the OMNIA Partners contract. He has over a decade of experience working with OMNIA Partners and is the senior leader owning the OPUS integration and future success.

Email: chris.webb@cdwg.com | **Phone**: +1 (203) 851-7142

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Program Management



Ty Robles – Program Manager

Ty is the City of Mesa and OMNIA Partners' Program Manager. Ty has an in-depth working knowledge of OMNIA Partners, including the former cooperatives, National IPA, and TCPN. She will work with sales leaders to develop and execute a training program following contract signature and will be actively involved in the daily operations of this contract. In addition to being committed to the success of this contract, Ty is also responsible for providing oversight of the program's success, reporting and fee payments, and identifying areas for improvement and opportunities for growth.

Email: taisrob@cdw.com | **Phone**: +1 (203) 851-7239



Heather Kohls – Manager, Program Management

With over 15 years of experience in Program Management, Heather is the Manager of the State and Local Program Management Team and leads the efforts across the team to ensure efficient, compliant, and strategic management of the program. Heather and Ty will work closely with the Sales and Marketing Team, State and Local Entities and OMNIA Partners to support and grow the program through collaborative communications and operational excellence.

Email: heather.kohls@cdwg.com | **Phone**: +1 (847) 465-6000



Anup Sreedharan, Senior Manager, Program Management

Anup oversees our state and local government program management team. Anup has nearly 20 years of working with public entities and brings his knowledge and skill set of government dash-specific contracts to the team. His duties include expanding the program management team's strategic outlook by working with internal and external groups, like customers, sales, and partners, to provide the best contractual support for our customer base.

Email: anusree@cdw.com **Phone**: +1 (312) 705-1873



Brian Fisher, Director, Program Management

Brian is the senior leader overseeing our Public & Commercial program management teams. Brian brings more than 23 years of contracting and commercial acumen and has led teams in all capacities in the contracting lifecycle. His responsibilities include building coalitions, shaping contracting strategies, fostering leadership, and maximizing the value of CDW's contracts for our customers.

Email: briafis@cdwg.com **Phone**: +1 (312) 705-3385

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Sales Leadership



Tony Sivore – SLG Director, Sales West

Tony brings nearly 25 years of IT sales experience to the City of Mesa and OMNIA Partners. In his current role, Tony is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State and Local Government customers. His duties include growing and managing executive relationships with key partners and customers and training the Sales Managers. He will leverage internal and external relationships whenever possible to ensure that we continually meet the City of Mesa and OMNIA Partners' needs.

Email: tonysiv@cdwg.com | **Phone**: +1 (312) 705-3290



Don McCarthy – SLG Director, Sales South

Sales Director, Don McCarthy, has more than 13 years of IT sales experience. Like Tony, Don is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State & Local Government customers. His duties include growing executive relationships with key partners and customers and leading the sales managers' ongoing development and training. Don is committed to the success of this contract and beyond.

Email: donamcc@cdw.com | **Phone**: +1 (847) 419-6317



Jonathan Mazella – SLG Director, Sales East

Jon has more than 20 years of experience in the Public Sector. As SLG Sales Director for the East, Jon is responsible for aligning CDW•G resources to ensure our customers derive exceptional value from the partnership. The team under Jon consistently excels in this market due to a deep understanding of both IT and public sector procurement. He looks forward to using his in-depth knowledge of public procurement and IT to help the City of Mesa and OMNIA Partners with their digital transformations and beyond.

Email: jonathan.mazella@cdwg.com | **Phone**: +1 (203) 851-7222



Eric Goff – K-12 Director, Area Sales East

Eric has more than 20 years of experience in technology sales and more than a decade of experience serving the education community. As a K-12 Director for the East, Eric is responsible for leading K-12 Education sales and strategy for 9 states and oversees a team of 60 sales professionals. His extensive experience and expertise in the education sector helps contribute to successful OMNIA Partner contract growth.

Email: ericgof@cdw.com | **Phone**: +1 (312) 705-9101

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Michael Durand – Higher Ed Director, Area Sales East

Michael is a Director of Sales for Higher Education at CDW•G and is an experienced Education Sales Leader with a demonstrated history of working in the information technology and services industry. He has held various leadership roles throughout his career at CDW•G since he joined in 2007, all serving Education customers.

Email: michdur@cdw.com | **Phone**: +1 (203) 851-7041

Marketing



Cathy Sionkowski – Manager, Field Marketing

Cathy is an active participant in the marketing plan for OMNIA. She is a marketing, and management professional who is highly skilled in developing and implementing sales and marketing strategies that drive growth in revenue, market share, and profitability. Cathy collaborates with Program Management and Sales Leadership to determine the best approach to drive revenue.

Email: cathsio@cdw.com | **Phone**: +1 (248) 223-4562



Trenece Paszkiewicz – Senior Field Marketing Specialist

As a Senior Field Marketing Specialist, Trenece is highly involved in the marketing plan for OMNIA Partners. Working in conjunction with Cathy, Trenece helps implement sales and marketing strategies that contribute to the success of our contract expansion for OMNIA Partners.

Email: trenece.paszkiewicz@cdw.com | **Phone**: +1 (847) 968-9142

After the contract award and execution of a contract, the CDW•G Program Management team will work with the City of Mesa to set up the contract in our system, announce it to the Sales teams, and begin strategizing with the Marketing Team. We will provide the City of Mesa and OMNIA Partners with a comprehensive and detailed Transition Plan. This Transition Plan will cover all tasks and resources associated with the transition of the Products, Services, and Solutions, including a table with fixed dates upon award and a firm understanding of the contract terms. Our goal is to ensure that the City of Mesa, OMNIA Partners, and all Participating Public Agencies see a streamlined contract transition with minimum disruption to their operations.



Phase 1: Contract Launch

The goal of the Contract Launch phase includes operationalizing the contract, aligning goals, and gaining customer awareness.

Operationalizing the Contract

Mark Ellis, Senior Capture Manager and the assigned OMNIA Partners' National Account Manager, will collaborate with Ty Robles from our Program Management team, our Sales Team,

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and our dedicated Marketing Team to build out the formal launch and transition of this contract from our existing City of Mesa contract.

Once Ty Robles receives the City of Mesa and OMNIA Partners' signed documents, they are saved to CDW•G's contract library. Afterwards, Ty sets up the pricing in our Contract Management System and works with our in-house eProcurement/Digital team to update your online catalog with fixed pricing and the various logons and security settings for OMNIA Partners' Participating Public Agencies.

Align Goals

Ty will conduct training sessions for the Sales Account Team supporting the City of Mesa and OMNIA Partners on contract terms and deliverables. Sales training includes explaining the target customers, product and service requirements, and key performance indicators, as well as key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and knowledge of the benefits of using cooperative contracts.



Phase 2: Contract Acceleration

In the Contract Acceleration phase, we'll establish a strategic framework informed by a competitive analysis, value proposition, and differentiated positioning and messaging.

We'll then drive contract adoption and growth through targeted strategy and marketing, including creating account and opportunity plans, developing a robust account penetration, and executing targeted marketing and outreach campaigns.



Phase 3: Contract Maintenance

A designated team working alongside Ty will provide the City of Mesa with reports as required by the contract language and analyze the success of the program, making recommendations for improvements throughout the contract's duration. Additionally, CDW•G uses a robust set of performance metrics to track contract health, including revenue, customer count, category mix, and year over year comparisons.

CDW•G monitors performance monthly, paying close attention to areas that might cause issues in the future. If performance falls short of projections, we take corrective actions right away, using our internal tools to communicate the issues and suggest a course of action to ensure we meet or exceed performance projections. We'll keep all stakeholders informed of progress and solicit feedback. Our goal is to maintain a two-way communication channel with the City of Mesa and OMNIA Partners to ensure complete alignment.

For greater insight into our Contract Launch Plan, please see the table below.

The workstreams identified below help ensure awarded contracts are thoughtfully and responsibly shepherded through the full contract lifecycle – beginning with pre-award activities through year-over-year delivery analysis and all phases in between – with a cohesive, multidisciplinary team. Each workstream has distinct milestones, timelines, and measurements for success defined by the requirements of the contract and the practices of CDW•G.

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CDW•G Contract Launch	
Workstream	**Activities and Milestones**
Pre-Award	▪ CDW•G Detailed Opportunity Overview ▪ "Stand By" status for Program Management, Contracts, Digital Integration, and Marketing ▪ Required templates identified with owners
Award Notification and Negotiation	▪ Detailed product list review to verify SKUs and other offerings in scope ▪ Digital Integration begins initial website design and testing ▪ Contracts initiate CDW•G review and negotiation to prepare for contract execution ▪ Marketing finalizes information for flyers and events
Contract Execution	▪ Review by CDW•G Legal ▪ Signature by Dario Bertocchi – Vice President, Contracting Operations ▪ Return to the City of Mesa and OMNIA Partners
Internal and External Requirements	**Transition** ▪ Account Logistics – Finalize Transition Plan ▪ Customer Engagement – "Meet the Team" Event, Stakeholder Introductions ▪ Program Management – Contract Policy Review, Reporting Review, Integration of eProcurement and PeopleSoft Development and Review, Process Review ▪ Operational Management - Dedicated Website Active, Integration of eProcurement and PeopleSoft Complete and Active, Final Process Review, Stakeholder Interviews, Operational Readiness Review, and Approval **Ordering, Invoicing, Reporting** ▪ Categories, Items, SKUs, Price, and Discounts ▪ Customer Specifics ▪ Fields Defined, Data Linked, Reports Tested **eProcurement and Website** ▪ Activated within CDW•G ▪ Customer-Specific Requirements and Design Verified ▪ CDW•G and the City of Mesa Workgroup on Integration ▪ Integration Testing with the City of Mesa and OMNIA Partners
Communication, Marketing	**Internal Contract Announcement and Activities** ▪ Availability, Requirements, and Guidelines

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Training, and Reporting	▪ Customer History and Use Cases (State and Local, K-12, Higher Education) ▪ Training Kickoff WebEx and Recording **External Contract Announcements and Activities** ▪ CDW•G Dedicated Account Team Flyer ▪ Invitation to "Meet the CDW•G Team" Event ▪ eProcurement Updates ▪ Customizable Contract Announcement Flyer (agency, school district, etc., with account team specifics) ▪ OMNIA Partners Website Collaboration **Training** ▪ Training Review and Finalization with OMNIA Partners ▪ User Guide Review and Finalization with OMNIA Partners ▪ Customer Training Announcement and Sign Up ▪ Live Training Scheduled ▪ WebEx Recording **Reporting** ▪ Reporting Cadence Established ▪ Initial Test Report Reviewed and Approved
Maintenance, Updates, Contract Renewals and Growth	▪ Annual Review of Support Systems ▪ Product Updates and Technology Roadmap ▪ Training Updates and Refreshers to Account Team ▪ Monthly Cadence with OMNIA Partners ▪ Monthly Marketing Updates (Newsletter Email Blasts) ▪ Contract Renewal Requirements Fulfilled ▪ Expansion Plans to Engage New Customers

Transition Timeline, Key Milestones, and Required Resources

CDW•G has developed a Transition Plan with stages, initial timelines and milestones, and resources required from the City of Mesa to help ensure a complete transition with no interruption to contract execution and delivery. Stages of transition include the following:

- **Account Logistics** is the first step in ensuring a smooth transition to contract ownership and execution and includes review and finalization of the transitions plan for Participating Public Agencies' specific agreements under incumbent contract.
- **Customer Engagement** lays the foundation for transparency, communication, and ownership across the life of the contract. Working with the City of Mesa, CDW•G will host a "Meet the Team" event where members of CDW•G Sales Leadership, Sales Management, Account Management, and Program Management will be on hand to meet customers, answer questions, and kick off the new contract. To help ensure CDW•G's understanding of the goals, mission, challenges, and timelines of customers, we welcome the opportunity for one-on-one or group discussions with IT stakeholders, IT teams, and business owners.

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- **Program Management** teams from CDW•G engage with the City of Mesa resources for the completion of mission-critical milestones, including contract, reporting, and process reviews.
- **Operational Management** is the final stage of contract transition activities and culminates with the Operational Readiness Review and Approval. Working closely with The City of Mesa resources, CDW•G makes final adjustments and goes live with the dedicated website and all processes defined and in place.

The table below highlights major stages, activities, and the need for engagement from the City of Mesa's resources.

CDW•G Contract Transition		
Stage	**Milestone Activities**	**Mesa/OMNIA Resource**
Account Logistics	▪ Transition Plan Implemented ▪ Start Transition of Participating Public Agencies-specific Agreements under Incumbent Contract	No
Customer Engagement	▪ Meet the CDW•G Team Event ▪ Stakeholder Introductions	Yes
Program Management	▪ Contract Policy Review ▪ Reporting Review ▪ Digital Integration Review ▪ Process Review	Yes
Operational Management	▪ Dedicated Website Active ▪ Digital Integration Complete and Active ▪ Final Process Review ▪ Operational Readiness Review and Approval	Yes

Executive Endorsement

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

CDW•G's leadership team is securely behind the growth and strategy of this program for both the City of Mesa and nationwide. CDW•G executive leadership, David Hutchins, Vice President of Strategic Programs, commits to endorse and sponsor the award within the first 10 days of the contract. The City of Mesa and OMNIA Partners can be confident in this contract's level of Executive Sponsorship within CDW•G.

We maintain an ecosystem of coworkers committed to successfully managing all aspects of a contract through its entire lifecycle. From our executive leadership to contract management, our coworkers will collaborate to customize a detailed yet effective plan to launch and grow this contract. CDW•G has a successful contract launch process, described above, that allows us to

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launch contracts to the CDW•G teams with the most powerful and applicable details to optimize the success of this new Agreement.

We bring leaders from across our public sector teams together with OMNIA Partners multiple times a year to review contract initiatives, joint goals, and customer feedback. OMNIA Partners can look forward to collaborating with diverse group of leaders who have extensive experience with the OMNIA contract portfolio, including Mark Ellis, Elysse Wayman, Heather Kohls, and Chris Webb.

Our ongoing effort in specific target accounts helps increase contract utilization and drive contract adoption amongst nonparticipating agencies. We meet monthly to review the current state of the business and execution of our growth and marketing strategies.

Training and Education

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.

CDW•G is committed to providing training and education to our national sales force in collaboration with our Executive Leadership and OMNIA Partners during the initial phase of contract signing in the first 90 days.

CDW•G's Program Management and Capture Teams are singularly devoted to launching and managing contracts of this particular magnitude, including significant incumbent contracts with a customized approach. These groups' responsibilities are separate from those held by account managers. Members of the Program Management Team are dedicated to maintaining contract compliance and administering contract procedures, while the Capture Team focuses on building strategy of contract capture and contract success. Together, they collaborate on a formal contract launch plan. CDW•G invests in these resources based on our understanding that contracts are complex commitments.

The City of Mesa and OMNIA Partners' dedicated CDW•G Program Manager, Ty Robles, has an in-depth working knowledge of OMNIA Partners, including the former cooperatives, National IPA and TCPN. She collaborates with CDW•G's marketing department to create awareness and training campaigns to enable our national sales force.

Over the first 90 days, in partnership with the OMNIA Partners team, Ty will engage key members of the CDW•G's executive leadership team to implement our contract launch strategy plans. With our experience on our existing OMNIA contracts, our robust implementation plan ensures we are able to bring our national sales force up to speed quickly.

We will be ready to roll out a robust training program for our sellers and technical SMEs, upon contract award. Training content will cover contract scope and operations, growth strategy endorsed by executive leadership, and the contract benefits. We expect this to happen within the first 30-45 days of the contract signature. The documentation Ty compiles in conjunction with our marketing department will be customized depending on the needs and the region of the seller to ensure our messaging matches the customers within that geography.

Our sellers will then be equipped with relevant collateral to communicate to customers the benefits and strength of this contract. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award. Our launch strategy extends beyond 90 days with a quarterly review to ensure plan to action. As with current contract, we will continue to have ongoing training through the life of the contract.

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Marketing Plan

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:

Just as our Program Management team leads contract launch and maintenance requirements, our Marketing team, including Cathy and Trenece, are already engaged will continue to build comprehensive, strategic marketing programs for our OMNIA Partners contracts.

Additionally, our sales force upholds strategic relationships with current and potential OMNIA Participating Public Agencies. These relationships uniquely position us to develop and deliver awareness and growth campaigns to members through a trusted advisor network. Our account teams have long-standing customer relationships in which they often become an extension of their customers' IT and purchasing teams. Our account managers speak with their customers weekly, if not daily. As a result, our customers turn to their account managers for purchasing recommendations, including which contracts to leverage. Within 90 days of contract award, we will leverage this trusted advisor network and our marketing capabilities (e.g., customer-facing collateral, email campaigns, call campaigns, social media, etc.) to quickly and effectively alert registered and potential customers of the new contract and its benefits.

CDW•G has a robust approach towards publicizing and promoting the new agreement and differentiating from our existing contract. Our live touch approach includes a proactive communication program, as well as both inside and field sales teams meeting with eligible users.

Our customers rely on their account manager as an expert resource; this includes leveraging contracts. CDW•G's sales and marketing plan combines past CDW•G marketing successes with a strategy to effectively capture net new business. We leverage our reporting capabilities to determine potential target customers. After determining targets, CDW•G can then educate them on the benefits of the new contract and grow net-new business. Through this method, the City of Mesa, OMNIA Partners, and CDW•G will gain traction with users faster than a supplier that does not have these existing relationships in place.

Press Release

i. Creation and distribution of a co-branded press release to trade publications

To successfully implement a marketing plan, marketers must first know their audience and how to access them. CDW•G partners with various trade publications to access our target customers.

Within 90 days of contract launch, our marketing team will work with OMNIA Partners to develop content to disseminate to customers. Below, we have outlined potential avenues in which we can access target customers.

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Publications

CDW•G partners with industry experts to publish sector-specific online and hardcopy magazines for State (StateTech), K-12 (EdTech Focus on K-12), and Higher Education (EdTech Focus on Higher Education).



Figure 20. StateTech and EdTech Magazine Covers

To successfully implement a marketing plan, marketers must first know their audience and how to access them, and these publications help access our target customers. All of the aforementioned publications deliver relevant content via print, blog, video case studies, and e-newsletters on topics including classroom, cloud, data center, hardware, software, security, and services.

Additional publications include:

- CoSN
- EdTech Magazine: Focus on Higher Ed
- EdTech Magazine: Focus on K-12 Education
- EDUCAUSE
- NASCIO
- NASTD
- State Tech Magazine

Advertisements and Cobranding

CDW•G has a dedicated Marketing Team who collaborates with OMNIA Partners and external marketing teams to profile CDW•G and partner-delivered technology productions, solutions, and services on customized flyers that are easily accessed electronically or printed to hand out.

The following page contains an example from Quarter 1 of 2023 for our current City of Mesa and OMNIA Partners contract. This flyer was designed to bring value to those new to CDW•G as well as long-time agency users and partners. Our marketing flyers can be designed and customer depending on each participating Public Agency's individual needs and requirements. In the sample below, the flyer contains information such as the following:

- Quantified examples of CDW•G's experience and approach to serving State and Local Government as well as educational entities
- Samplings of our breadth and depth of industry partnerships

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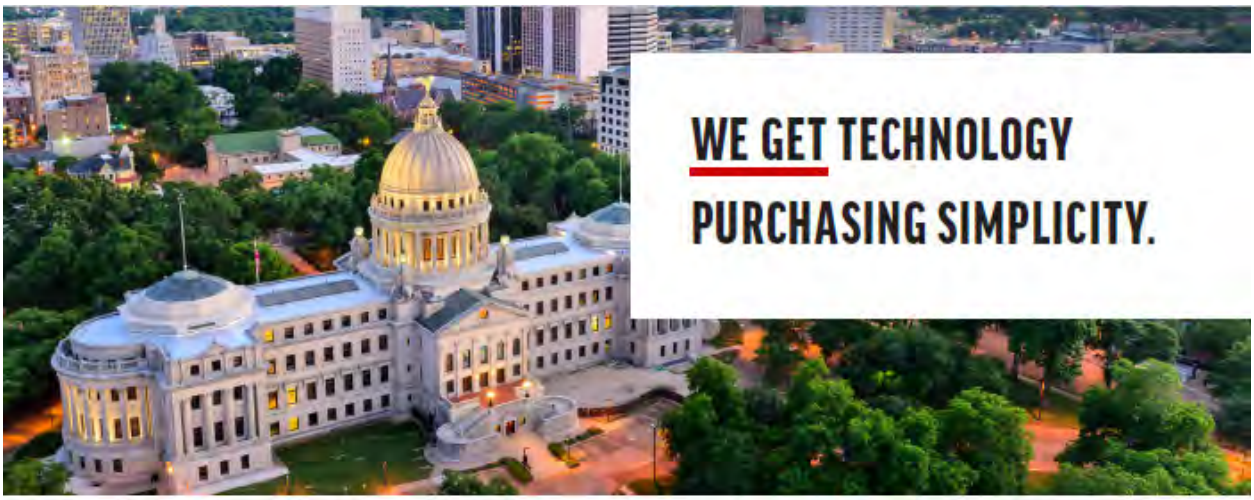
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- Contract specifics where customers can find CDW•G delivered solutions and services
- Details about the CDW•G and OMNIA Partners relationship

We look forward to continued collaboration with the City of Mesa and OMNIA Partners.

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WE GET TECHNOLOGY PURCHASING SIMPLICITY.

A WINNING PARTNERSHIP IN STRATEGIC SOURCING

CDW·G's robust technology contract through OMNIA Partners for the sale of Information Technology Solutions and Services under Agreement 2018011-01 is available for OMNIA Partners participants to address all of your technology needs. This agreement expires February 28, 2025.

With more than two decades of experience partnering with State and Local Government and Education entities, CDW·G understands what it takes to modernize operations and provide comprehensive support to ensure success over the long term.



- Extensive range of solutions including data, security, cloud, hybrid infrastructure and digital experience
- Full lifecycle of services from roadmaps and adoption to project deployment, management, and staff augmentation
- Portfolio of more than 100,000 products and services from more than 1,000 leading and emerging brands
- Large supply network of both OEMs and distributors offer multiple paths to source product and secure the best value
- Enhanced configuration capacity, product inventory and warehousing for large-scale rollouts
- Committed to creating a culture of diversity, equality, and inclusion, where everyone feels they belong
- Dedicated teams solely focused on State and Local Government and Education entities with support from specialty practices including Public Safety and Esports

CUSTOMER SUCCESS STORY

INCREASING AGILITY WITH NEXT-GEN DATA STORAGE

A regional government agency recognized that its outdated infrastructure prevented it from expanding data storage to meet growing needs. Cost was a primary concern given pandemic-driven budget constraints.

CDW·G and its partners identified a new, adaptable data storage solution that could address the agency's challenges. Built from the ground up with next-generation storage technology, the solution delivered the necessary scalability while also meeting the agency's budget parameters.

With its newly deployed upgraded IT infrastructure, the agency has the agility and scalability necessary to meet its expanding needs, now and in the future.

STRONG PARTNERSHIP, STRONG SOLUTIONS

CDW·G and OMNIA Partners have worked collaboratively to help you successfully adopt the contract. If you have any questions about the adoption process, please contact your CDW·G account manager for additional assistance. We look forward to serving you under our agreement with OMNIA Partners.

CDW·G and OMNIA Partners have collaborated to offer a dynamic technology solutions contract. To learn more about becoming a member, visit **OMNIAPARTNERS.com**.

To learn more about our contract, please visit **CDWG.com/omnia**.

OMNIA PARTNERS | CDW·G

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Social Media

CDW•G meets our customers where they are on today's technology horizon. The CDW Social Squad is made up of employees dedicated to social media; they push customized content to and through social media outlets, including relevant articles, emerging technology news, information on available contracts, and upcoming events in customer-specific markets. We can customize this content to be relevant to the City of Mesa and OMNIA Partners Participating Public Agencies.

With nearly 1,700 entries and counting across topics including Cloud, Data Center, Digital Workspace, Networking, Security, and Software, CDW's Research Hub delivers evocative and relevant content. Authored by our own subject matter experts, articles are written to help our customers navigate and digest the overwhelming amount of data that comes at them every day as they work to make better decisions for more effective and efficient solutions that meet their individual goals.

Announcement

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

We have created a tab on our OMNIA Partners Premium Page so that Participating Public Agencies can easily shop for featured products. The tab is currently active for the existing City of Mesa and OMNIA Partners contract. Upon contract signing, the contract goes live and features co-branded materials with your logo and message within the first 90 days. This website will include up-to-date pricing on all eligible products. The City of Mesa and OMNIA Partners Participating Public Agencies access the information they need when they need it and benefit from real-time updates to inventory and prices.

Co-branded Marketing Materials

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

Upon contract award, CDW•G will conduct a collaborative kick-off meeting with OMNIA Partners and CDW•G stakeholders dedicated to developing our go-to-market strategy, including the development and distribution of co-branded marketing materials within the first 90 days.

Our standard contract launch process includes developing collateral to promote contract awareness and education among internal and external stakeholders. Content will focus on the administrative and strategic value of utilizing this agreement. Specifically, we will highlight the convenience of the online portal, changes between this agreement and the previous, as well as the cost and time savings associated with consolidating transactional procurement needs by leveraging the new agreement.

Possible outlets to disseminate content include our internal Corporate Communications, our Public Sector Publications (State Tech & Ed Tech), a sale-led communications campaign, and Social Media. We use Twitter, Facebook, and LinkedIn as avenues for marketing, education, updates, and general communication with customers. Active social media helps customers stay informed with links, posts, and articles of interest in the way that they choose to receive information. We also maintain an internal group focused on submitting and curating social media content called the Social Squad; members of the Social Squad are encouraged to submit content on a number of topics, including industry news, products and deals, emerging technologies, product launches, featured partners, and more.

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We are able and willing to participate in co-branding marketing opportunities with the City of Mesa and OMNIA Partners. For instance, we can continue to include our co-branded logo to include in social media advertisements, the agreement's customized Premium Page, customer-facing digital and print one-pagers, and customer-facing emails.

Trade Show and NIGP Annual Form Commitment

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.

CDW•G has enjoyed participating in the NIGP Annual Forum in past years and will strive to participate with commercially reasonable efforts. We believe in the mission to "develop, support and promote public procurement" and look forward to sharing our best practices with other non-competing OMNIA Partners vendors.

Advertising

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

CDW•G will advertise the contract in our own highly viewed publications and our contract-specific email campaign. We will continue to promote the contract via avenues such as our EdTech and State Tech publication sites, as well as CoSN, EDUCAUSE, NASCIO, and NASTD.

Ongoing Marketing and Promotions

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

CDW•G will market and promote the contract through various avenues, such as announcements in our publications, email campaigns, and on the contract's CDW•G premium page. We look forward to working with OMNIA Partners to develop our marketing strategies utilizing our current monthly cadence to discuss specific goals/targets for the new contract.

OMNIA Premium Page

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*

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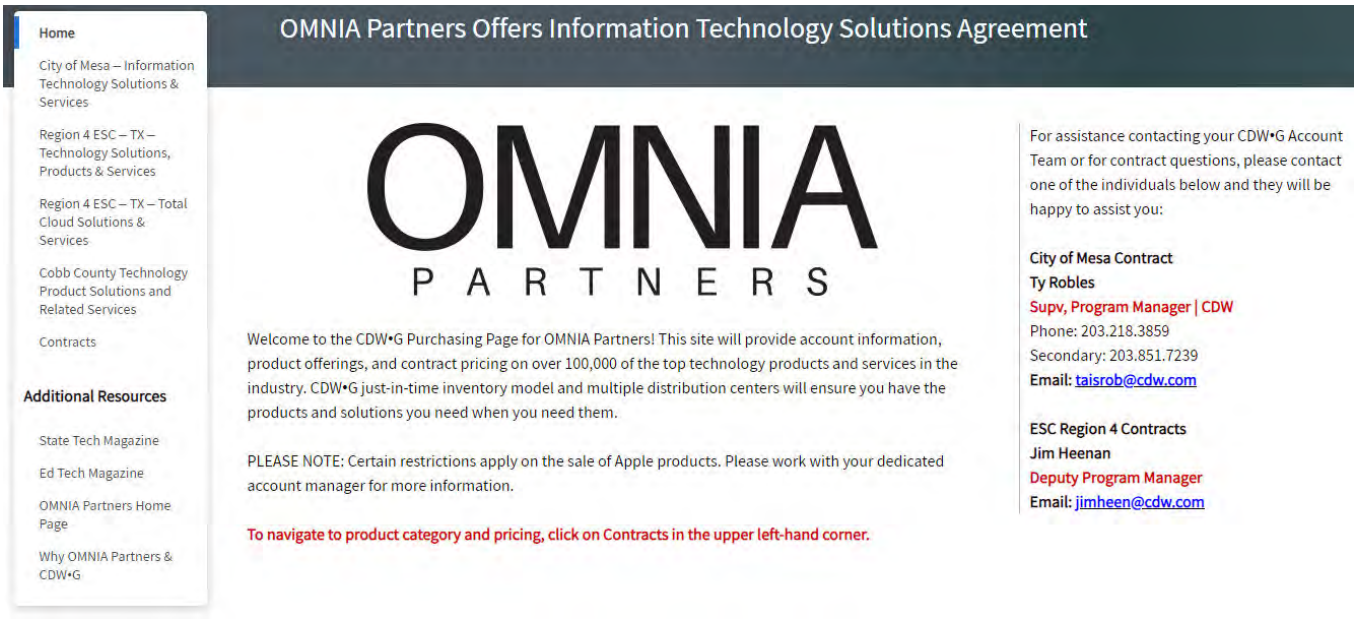


Figure 21. OMNIA Partners' Premium Page

CDW•G currently hosts a dedicated web page for our OMNIA agreements: www.cdwg.com/omniapartners. This site includes all contract documentation, marketing materials, products and pricing, and relevant links.

Upon award, we will update the premium page to reflect updated contract pricing and terms.

The updated Premium Page will include the following:

- The City of Mesa and/or 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
- An electronic link to OMNIA Partners' website, including the online registration page
- A dedicated toll-free number and email address for the City of Mesa and/or OMNIA Partners

Our team will review the tailoring of our current Premium Page with the OMNIA Partners team to ensure that the dedicated webpage meets all of the Participating Public Agencies' needs.

Transition Plan

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.

The current contract vehicle is a critical component of CDW•G's contracting portfolio. Some Participating Public Agencies' specific agreements under the current contract are sole source and others have statewide adoption. This approach has enabled us to market and increase adoption of the contract significantly. CDW•G currently holds a significant number of cooperative

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purchasing contracts, including OMNIA Partners, Public Sector (fkna NIPA), Association of Educational Purchasing Agencies (AEPA), and Sourcewell (fkna NJPA). CDW•G's approach is solutions-focused and focused on providing consultation to assist our customers. Some customers mandate use of a specific agreement; in other instances, we work in offering the various contracting options best suited for their specific procurement needs. With all public nationwide contracts, we have maintained the transparency of our contract portfolio to our customers. CDW•G continues to prove without a doubt that we can keep our commitment to making this contract prosperous amongst our portfolio of offerings.

Under our existing contract with the City of Mesa, we have adoption within all 50 states and utilization by 900 State Agencies, 6,750 Local Government entities, 1,400 Higher Education entities, and 2,300 K-12 entities. Of these entities, we have successfully built and launched over 92 Participating Public Agency-specific agreements.

Additionally, in 2024, we are building a formal plan with OMNIA Partners by aligning our strategic accounts with the OMNIA Partners sales team to build additional formal adoption of the City of Mesa contract. We have transitioned a number of customers and their solicitation opportunities to OMNIA Partners contracts in the form of participating agreements, taking into account the best interest of the customer. We continue to examine opportunities for underpenetrated or net new customers to increase adoption of the contract.

Logo Usage

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.

CDW•G acknowledges and 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. We additionally acknowledge that use of OMNIA Partners logo requires permission for reproduction, as well.

The core component of CDW•G's brand identity is its corporate logo; therefore, we ask that you carefully consider the following guidelines when using it.

When using the CDW•G logo, you agree to the following:

- You may use the logo(s) only in the exact form provided by CDW•G and only to accurately and actively link from a website that is under your control to the home page of CDW.com (or another address provided by CDW•G) and for no other purpose.
- You may not incorporate the logo(s) into any other logo or design.
- You may not to use the logo(s) in a way that suggests that you or your company or products are affiliated with CDW•G or its products or services in any way.
- You may not display the logo(s) on any website that disparages CDW•G or its products or services, infringes any CDW•G intellectual property or other rights, or violates any law or regulation.
- No other logo or design element should appear within 0.5 inches of the CDW•G logo.
- You may not frame or alter the CDW•G website in any way.
- At CDW•G's direction, you will immediately remove the logo(s).
- Your limited right to use the logo(s) does not constitute a grant of any other right or license. All other rights are reserved by CDW•G.

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- CDW•G disclaims all warranties, express and implied, regarding the logo(s), including warranties against infringement. You agree to indemnify CDW•G from and against any and all claims and liabilities arising out of your use of the logo(s).

Sales Initiatives

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

CDW•G confirms we will be proactive in direct sales to OMNIA Partners Participating Public Agencies nationwide.

We are happy to create a contract announcement flyer with the new contract information. We would like to further discuss the inclusion of II and IV and will revise our marketing pieces to include a mutually agreeable message that best represents the value of the contract that is in the best interest for our customers.

Sales Training

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

CDW•G acknowledges and complies with the above requirement. CDW•G's Program Manager, Ty Robles, will work directly with our sales leadership, the City of Mesa, and OMNIA Partners to develop and execute a training program for our sales force. Training content will address all of these elements. Our sellers will then be equipped with relevant collateral to communicate with customers the value and ease of procurement that we know OMNIA Partners provides. Curriculum development, trainings, and collateral creation will be completed within 90 days of contract award.

At a minimum, training will include the following topics:

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

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Dedicated Team

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

The required information is provided below.



Executive Support

David Hutchins – Vice President, Strategic Programs

Email: david.hutchins@cdwg.com | Phone: +1 (847) 968-9782



Marketing

Cathy Sionkowski – Manager, Field Marketing

Email: cathsio@cdw.com | Phone: +1 (248) 223-4562



Sales

Luke Anderson – Sales Manager

Email: lukeand@cdwg.com | Phone: +1 (847) 419-7416



Sales Support

Chris Anderson – Executive Account Manager

Email: chrande@cdwg.com | Phone: +1 (847) 371-7149

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Financial Reporting & Contracts

Ty Robles – Program Manager

Email: taisrob@cdw.com | Phone: +1 (203) 851-7239



Accounts Payable

Marisel Colon – Supervisor, Collections

Email: maricol@cdw.com | Phone: +1 (847) 371-2218

Sales Structure

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.

CDW•G utilizes a sales force has the resources to work with multiple entities simultaneously, including the City of Mesa and OMNIA Partners' Participating Public Agencies. CDW•G was formed in 1998 to create a company with an **exclusive public sector focus**. Our customers have access to regionally based, segment-focused, dedicated teams to help ensure CDW•G meets all their needs while supporting their vision and mission. CDW•G is never satisfied with the status quo in our delivery of technology solutions and services. With a foundation of transparent and open communication, our account and program management teams work with customers to identify potential improvements and solicit and act on candid feedback. It is through this regular exchange that we share lessons learned, new strategies, and best practices across our customer base.

We have a large manufacturer presence in our offices across the country and are blanketed in the field with our field account executives. To provide each OMNIA Partners Participating Public Agency with one contact who is knowledgeable of every nuance of your organizations, Account Teams are further segmented by agency type, Education (K-12/High Ed) or Government. This allows us to provide each customer with one contact who is knowledgeable of every nuance of their organization. Account Teams often consist of an Account Manager (AM) and their Sales Manager, as well as an Advanced Technology Account Executive (ATAE) and their Field Sales Manager. Together, AMs, ATAEs, and their respective managers are led by Sales Directors, also segmented by region and vertical.

AMs and ATAEs represent different roles and responsibilities, working in concert to ensure that their customers' needs are met. ATAEs are located in market, often arranging on-site visits and are assigned to accounts that may have an emphasis on professional services.

Expertise in Each Sector

CDW•G customer teams are built from the ground up with clearly defined roles, responsibilities, and escalation paths – all sharing a common goal of exceptional customer service and

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satisfaction. Dedicated account teams serve their customers with exemplary service and customer satisfaction across State agencies, local governments, and municipalities; public and private school districts / K-12; and institutions of higher education. This segmentation allows a singular focus for each team and delivers a customized measure of support specific to each customer. Our teams are responsible for quotes, orders, pre-and post-sales consultation, and issue resolution over the life of the contract. Graphics that illustrate our sales organization are provided below.

Each segment is further broken down by region and supported by local offices across the country. This regional, state, and local focus gives dedicated CDW•G Account Managers the opportunity to do the following:

- Form meaningful long-term relationships with customers
- Intimately understand their requirements, budgets, and user community
- Proactively provide an exceptional customer experience

State and Local Government

CDW•G's state and local government sales team is 250 coworkers strong, serving the 50 states, from the largest state agencies to the smallest rural community. Each state has a dedicated team assigned to ensure that each agency feels heard with personalized customer service.

K-12 (Public and Private School Districts)

Our K-12 sales team consists of 400 coworkers. CDW•G is one of the largest K-12 technology solutions providers and is a trusted IT partner to more than 15,000 K-12 districts. Our education strategists and learning environment advisors are former educators, principals, professors, chief technology officers, and instructional technologists focused on addressing the unique needs and requirements in partnership with the world's leading IT innovators. Our K-12 team includes regional managers, Advanced Technology Account Executives, Solution Architects, Education Strategists, and dedicated Account Managers.

Higher Education

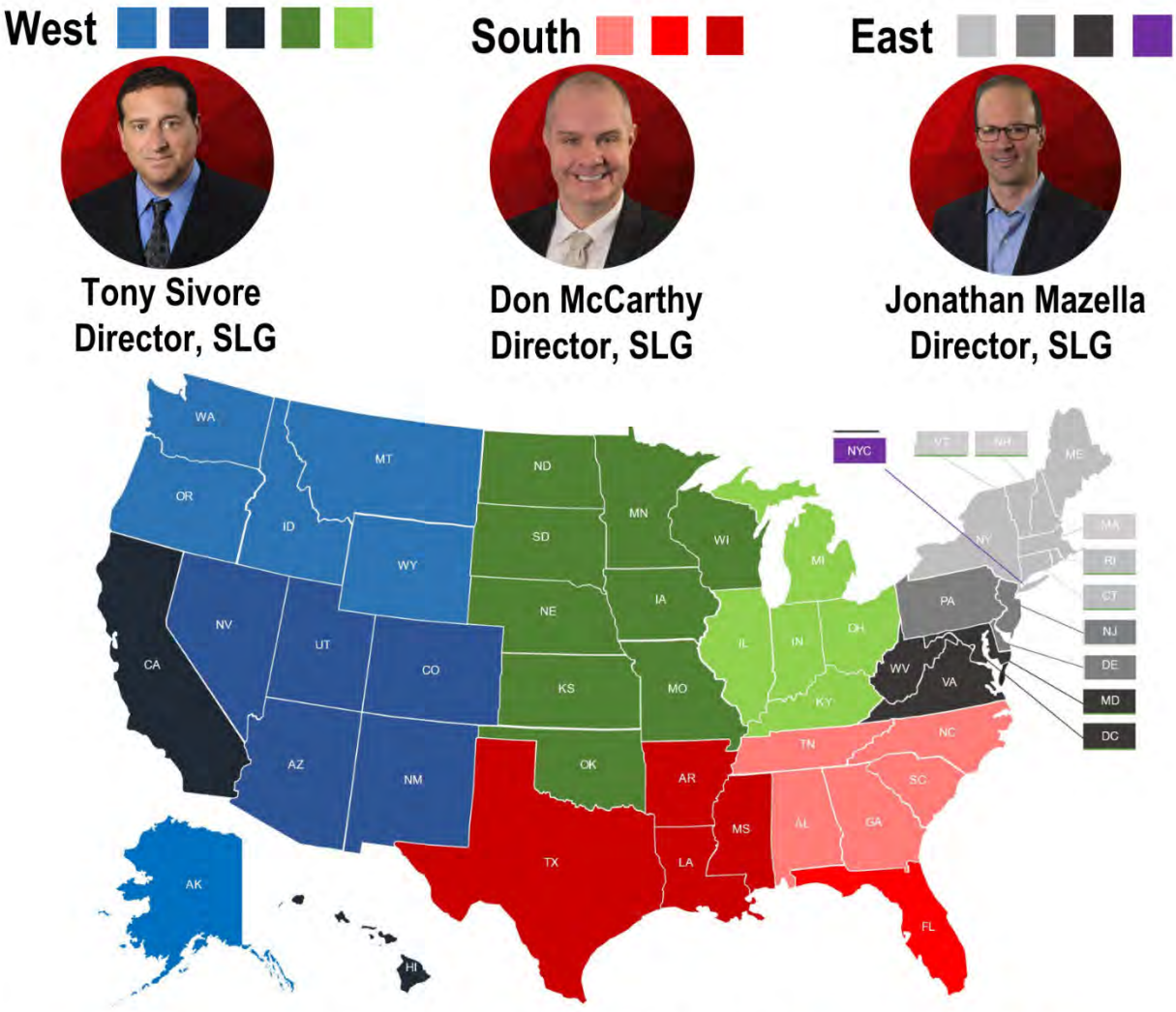
CDW•G's higher education sales team has approximately 198 coworkers across the US dedicated to the higher education industry that understand the needs, challenges, and market best practices. We have 50+ student interns across college and university campuses, who we train and develop for post-graduate career paths to thrive in the workplace. Our team has business relationships with approximately 3,000 colleges and universities, allowing us to understand challenges and map those to success.

Public Safety Team

We understand that the City of Mesa and OMNIA Partners Participating Public Agencies have a mission to safeguard the public; our mission is to help you do it. We have a specialized practice devoted to public safety issues, our Public Safety Team, with thousands of engagements and over a decade of dedicated experience. CDW•G's Public Safety experts work with police, fire, emergency management, and EMS departments to design and deliver complete solutions from hand-held, ruggedized devices with the latest security and other software to custom displays and other technology for command centers.

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West
Field led by Jodie Thomas
8 Field Sales Professionals

Northwest
Led by Stephanie Bishop
19 Sales Professionals

Pacific and Southwest
Led by Luke Anderson
20 Sales Professionals

South
Field led by Keshun Morgan
10 Field Sales Professionals

Southeast
Led by Michael Karpman
10 Sales Professionals

Florida
Led by AJ Lucci Jr
12 Sales Professionals

Gulf Coast
Led by Ryan Harris
14 Sales Professionals

East
Field led by Andrew Arenella
6 Field Sales Professionals

Northeast and NYC
Led by Terrance Miller
19 Sales Professionals

Tristate
Led by Christopher Moran
17 Sales Professionals

Atlantic
Led by Joe Goodwin
12 Sales Professionals

Central
Field led by Josh Kurian
7 Field Sales Professionals

North Central
Led by Eric Grap
15 Sales Professionals

Great Lakes
Led by Paul Somers
22 Sales Professionals

Figure 22. State and Local Government Sales Team Organization

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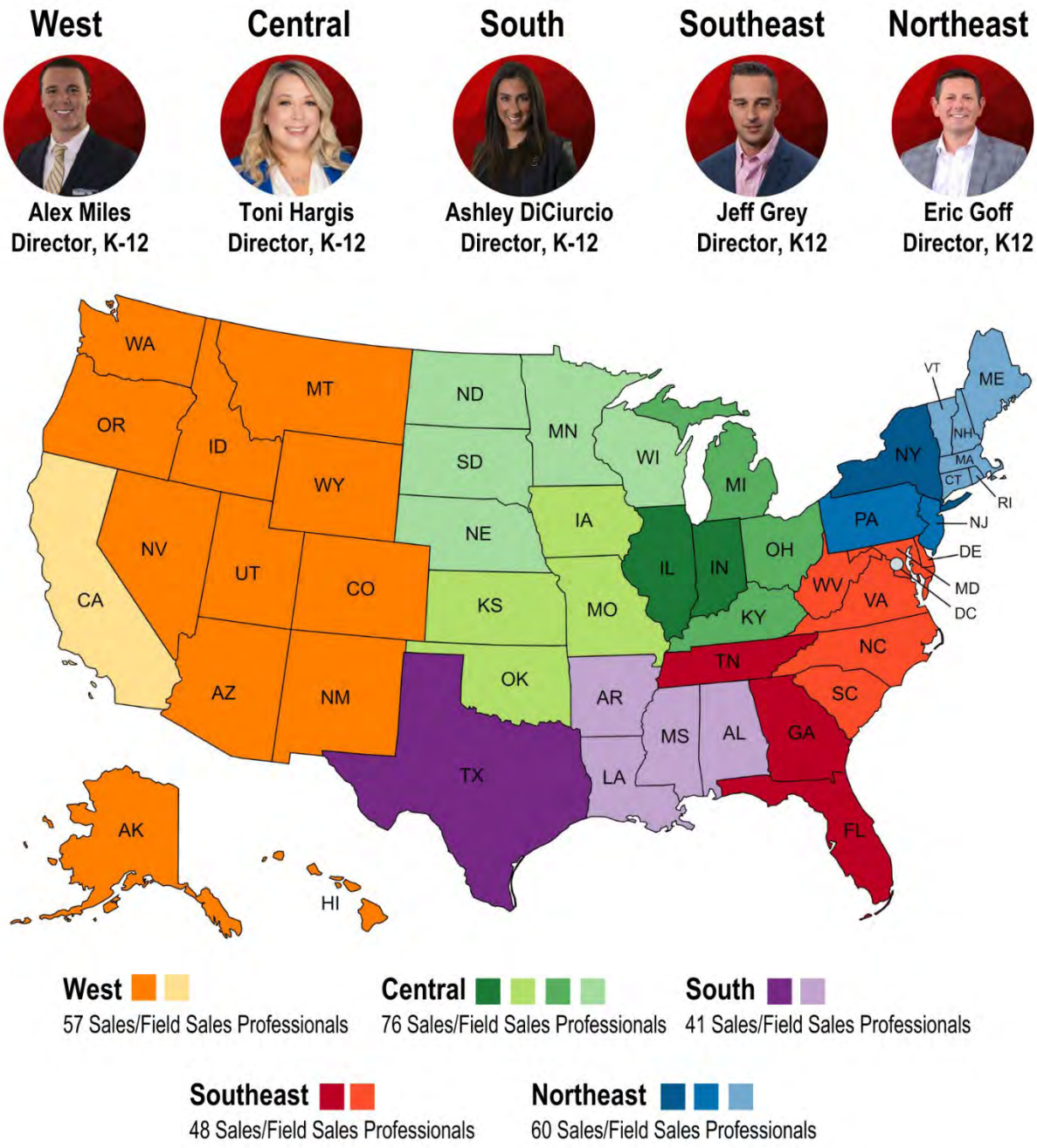


Figure 23. K-12 Sales Team Organization

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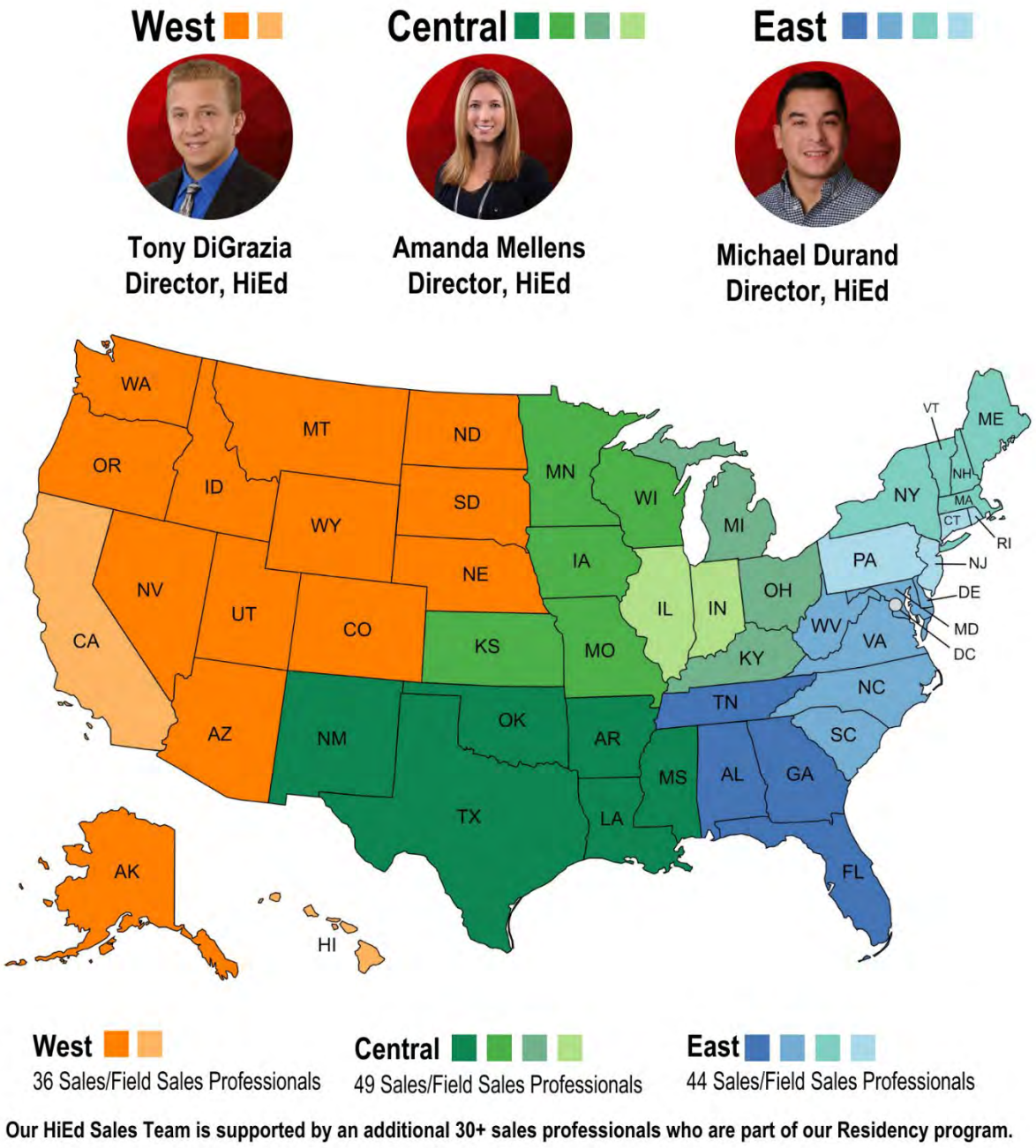


Figure 24. Higher Ed Sales Team Organization

Our Approach

One clear advantage of the CDW•G approach is the opportunity for each Account Manager to be an expert within their sector, enabling them to respond to the very specific needs of the City of Mesa and OMNIA Partners' Participating Public Agencies.

- State and local Account Managers follow developing legislation and understand local procurement requirements and their impact on the ability to deliver robust solutions.

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- Account Managers in education understand the unique impact of the Family Educational Rights and Privacy Act and other privacy laws on technology solutions and services.
- Education Strategists have the background knowledge and experience in helping districts win competitive grants.

With roughly 1,900 CDW•G coworkers, supported by more than 12,000 coworkers throughout the entirety of CDW, our segment and regional focus help ensure that our account teams are best prepared to support the local landscape in a way unmatched by other suppliers.

Sales Organization

As mentioned above, Account Teams are organized geographically, enhancing their knowledge of the local landscape, including key partnerships and local practices for contracting. Supporting our Account Teams are technology specialists and engineers, including segment-specific experts like our K-12 Education Strategists. All of these coworkers will act as an extension of our Account Teams in support of the City of Mesa and each OMNIA Partners' Participating Public Agency. Through their expertise in specific solution sets, our subject matter experts advise the City and OMNIA Partners Participating Public Agencies on technology to make informed decisions in support of mission-critical objectives.

The CDW•G customer support models start with our Account Managers. As part of the CDW•G Experience, we organize our sales force differently from other companies to best serve the City of Mesa and OMNIA Partners Participating Public Agencies. First, our Account Managers are trained to become experts within the public sector segment they support: K-12, Higher Education, State and Local government, Federal government, and Healthcare. The advantage is that they can address the very specific needs of their unique customers. To further equip our Account Managers to support the City of Mesa and OMNIA Partners Participating Public Agencies, CDW•G divides the salesforce into distinct geographic regions to ensure that sellers are prepared to support the local landscape.

Your CDW•G Account Manager maintains the overall responsibility for coordinating resources to achieve the highest standards of customer service. CDW•G Account Managers, their supporting product specialists, and their sales managers understand the current technology trends and are specialized to only work with public-sector customers. This is one of the great benefits of partnering with CDW•G. The City of Mesa and OMNIA Partners Participating Public Agencies will have access to much more than a single resource; they will also have access to an entire sales and support team ready to address any agency's need. CDW•G, from the executive level down to your Account Manager, is focused on ensuring that the City of Mesa and OMNIA Partners Participating Public Agencies' needs are consistently and satisfactorily met.

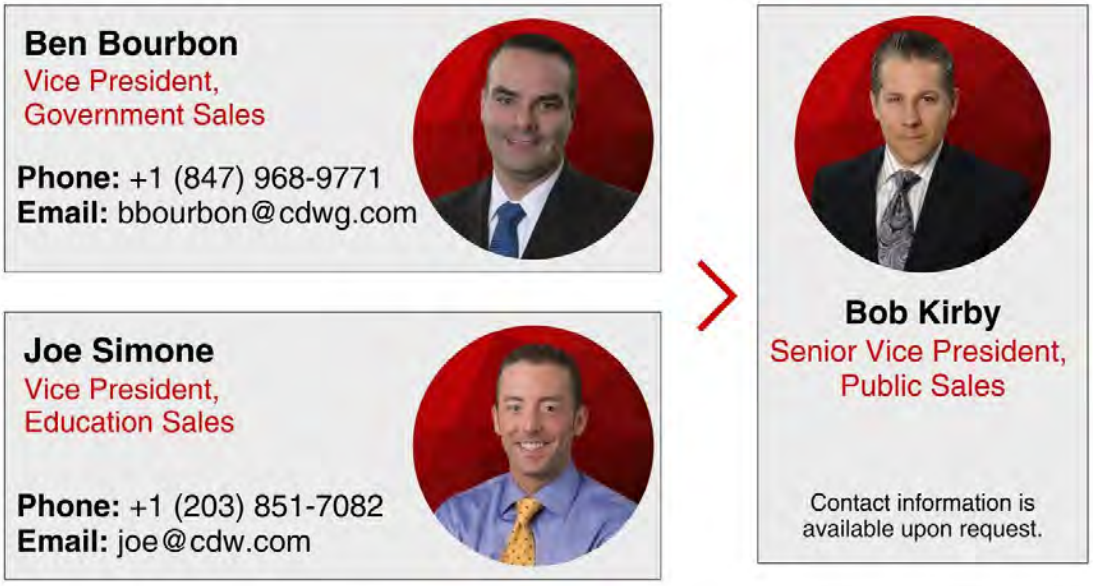
Highest Level Executives

Ben Bourbon, Vice President of Government Sales, and Joe Simone, Vice President of Education Sales, are high-level, accessible points of contact focused on the success of this agreement.

Contact information for the highest level of the executive sales team is as follows:

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Implementation

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

The City of Mesa and OMNIA Partners Participating Public Agencies' first point of contact with CDW•G is their dedicated account manager. As such, we understand how critical it is for our account managers to understand the scope and benefits of the OMNIA agreement. In conjunction with the technical trainings offered to our CDW•G account teams, our Program Management team will train our sales teams regarding the OMNIA agreement with CDW•G. The diverse nature of our training program gives each account team confidence to support OMNIA Partners through the entire sales cycle from project inception, purchase, solution deployment, and post-sale support. Our account teams clearly and concisely deliver the value of the OMNIA Partners agreement to non-members helping to drive increased adoption and contract growth.

Public sector customers are seeking a digital platform for quick and simple procurement of transactional items. CDW•G Account Managers, across all segments and regions nationwide, will be poised and prepared to guide and educate members on this procurement option.

Tenured CDW•G Account Managers are actively marketing the current City of Mesa OMNIA agreement to customers and are very familiar with its benefits, including product categories, administrative fee structure, and flexibility. While there will be subsequent trainings upon award, this contract will easily be added to our account manager's repertoire. The ramp up time for our account managers will be far quicker than account managers who lack such familiarity with OMNIA agreements.

In addition to our Account Managers, our Business Development team, including Mark Ellis, Elysse Wayman, Jason Schwartz, and Chris Webb, is actively engaged with OMNIA Regional Managers and leaders in Partner Development and Strategic Accounts to review the state of our joint business, develop growth goals and strategies and execute prescriptively to drive business the OMNIA Partners portfolio. This new contract will fit seamlessly into the overall program allowing us to quickly develop and expand contract usage utilizing a proven model.

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Program Management

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

This contract will continue to be led by your Program Manager, Ty, with the full support of the Program Management Team, ensuring contract compliance and administering contract procedures, including contract launch. We use proprietary tools for pricing, account setup, and other contract lifecycle management activities to ensure compliance and seamless use of the contract for OMNIA Partners Participating Public Agencies. As an incumbent, we believe the transition efforts will be minimal and provide a better experience for the City and OMNIA PPA. We have quality assurance tools to ensure timely reporting, fee payments and other contractual obligations. In addition, we have monthly meetings with OMNIA and any issues will be addressed in an expedient manner.

Upon award, the City of Mesa and OMNIA Partners' CDW•G's Program Manager, Ty Robles, will work directly with the City of Mesa and OMNIA Partners to stand-up all aspects of the new agreement within our system (e.g., member lists, pricing, reporting, fee schedules, and other compliance requirements). We will load the contract structure into our internal contract editor system, which will then update the information on the City of Mesa and OMNIA Partners' premium page; this page will reflect the contracted price. Due to our robust systems, pricing is dynamically and systematically managed requiring little to no manual intervention.

After contract launch, the Program Management team is responsible for adding new members to the contract by linking their account to the new contract. We review the OMNIA members list in a frequent cadence to ensure new members, are offered the contract, as applicable. Contract stand-up also includes creation of internal and external resources to aid our customers and sales teams in transitioning to the new Agreement. Additionally, Ty and the Program Management team will continue to ensure all sales reporting and administrative fees are provided accurately and on time.

Our ongoing marketing efforts will include the previously discussed topics – i.e., training, publications, attendance at events – to ensure this contract is continually being marketed from contract launch through completion.

Public Sales

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.

To protect our customers' privacy, CDW•G does not release a list of our current or former customers or the financial information of our customers. Below, we have provided a list of our Top 10 OMNIA Customers in alphabetical order. Please refer to the monthly reporting that CDW•G submits to OMNIA Partners for revenue details.

Our 2022 Top Public Agency OMNIA Customers are as follows:

- City of Mesa
- City of Palm Beach
- Clark County
- Collier City
- Kern County High School District

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- New York City Agencies
- State of Nevada
- University of California – Berkeley
- University of California – Los Angeles (UCLA)
- University of California – San Francisco

Order Management

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.

eCommerce Platform – Web based

Your customizable CDW•G web portal is available to authorized users 24 hours per day, provides real-time information, and facilitates researching, ordering, and tracking purchases. Whether you are a first time shopper or an existing customer of CDW•G, we can ensure your order routes to the appropriate account management team that supports the shoppers entity, based on the contract being used.

eProcurement Platform – Punch Out Catalog

As a company, CDW•G is highly experienced in implementing B2B solutions. Since 2001, we have integrated with over 9,000 entities (13,000 customers) and work with over 80 different marketplaces, ERPs and SRMs. Our in-house staff of over 200 IT personnel are dedicated solely to our web, internal, and e-commerce IT systems. Our mature e-procurement practice also means the City of Mesa and OMNIA Partners Participating Public Agencies won't have long to wait to begin using your system. By integrating quicker than our competitors, CDW•G simplifies procurement for eProcurement customers by allowing them to buy IT the way they need based on their specific requirements. CDW•G's punch out offers the shopper dynamic price offerings, product information and availability while providing industry standard information back into our customers e-procurement platform, such as UNSPSC and contract information. CDW•G can support customers who wish to utilize the City of Mesa award(s) through an eProcurement platform.

Application Programming Interface (API)

CDW•G can review customer specific requests where order process automation is needed, but further customization is required. This process may include technologies such as JSON or SFTP, but may be accommodated based upon the scope of the project.

OPUS Integration

Currently, CDW•G is working on integrating OMNIA Partners' new eProcurement tool, OPUS. Once completed, this integration will allow OMNIA Partners Participating Public Agencies to utilize the OMNIA Partners eProcurement tool to shop and buy off our City of Mesa, OMNIA Partners contract, should we be awarded.

Contract Sales

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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$_____.00 in year one

$_____.00 in year two

$_____.00 in year three

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

While we cannot provide guaranteed minimum contract sales, CDW•G has a proven record of winning and growing OMNIA agreements, and we have the resources needed to do so. The table below demonstrates our ability to grow this contract. Please refer to the monthly reporting that CDW•G submits to OMNIA Partners for specific revenue details.

Year	Growth
2018	N/A
2019	7.67% YoY
2020	3.37% YoY
2021	59.93% YoY
2022	3.43% YoY

Solicitation Strategy

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

As an impartial solutions provider, our first and primary goal is to serve the needs of the customer from a technology and procurement perspective. We act in a consultative, objective manner to aid customers in developing the procurement strategy to best fit their needs. In honoring this commitment, we have maintained the transparency of our contract portfolio to our customers and negotiated the removal of language such as "most favored customer" and other requirements.

We commend the City of Mesa and OMNIA Partners for creating a contract vehicle to facilitate easy transactional buying at competitive pricing for its users. We certainly see the strategic fit this contract demonstrates within the SLED, Healthcare, and Not for Profit segments, and we

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will continue to prominently position the benefits of this agreement, and how it best suits customers' procurement needs.

When responding to a solicitation that directly disclaims the terms and conditions of this Master Agreement, we will comply with all appropriate contractual terms. Subject to applicable law, CDW•G represents that under this Agreement, it will make reasonable commercial efforts to offer prices that are competitive with the prices. CDW•G offers to similarly situated customers purchasing a comparable volume of the similar products within the same timeframe and under the same terms and conditions.

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APPENDIX 2 – LINE CARD

The following 7 pages contain our line card.

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WE GET HAVING CHOICES.

A

Absolute Software
AccessData
ACD Systems
Acer
Acronis
Actifio
Actiontec
Adaptec
Addonics
Adesso
Adobe
ADTRAN
Advanced Media Services
AeroScout
Airtame
Alcatel Internetworking
Alera Technologies
Allied Telesis
Alsoft
Altec Lansing
Altova
Aluratek
Amazon
Ambir Technology
AMD
American Microsystems
Amphenol
Antec
Anywhere Cart
APC
Apex
APG Cash Drawer
Apple
Applied CRM Solutions, Inc.
AppSense
AppSpace
Apricorn
Aptris
Arbor Networks, Inc.
Arcana Networks
Arcserve
Arctic Wolf
Ardham Technologies
Areca
Arecont
Arlington Imaging Supplies
Armoractive
Array Networks
Arrosoft Solutions
Arxscan
Ascom
ASI System Integration
Asurion
ASUS
AT&T
ATC Tech Solutions
Atech Technologies
ATEN Technologies
Atlantic Digital
Atlas Sound
Atlona
ATP Electronics
ATTO Technology
Audiocodes
Audio Enhancement
Audio Visual Innovations
Aurora Systems Consulting
Autodesk
Automated Systems Consulting
Avaya
AvePoint
AVer Information
Avery Dennison
AVG Tehnologies USA
Avid
Avizia
Avnet Services
Avocor
Avteq
Axiohm
Axiom

B

B&B Electronics
B2GNow
Babel Street
Baer Consulting
BAFO Technologies
Balt, Inc.
Barco
Bare Bones Software
Barracuda Networks
Barrister Global Services Network
Battery Biz
Battery Technology
Bay Tech
BCDVideo
Beam Mobile
Belden
Belkin
Benq Peripherals
Berk-Tek
Best Data Product
Betis Group
BeyondTrust
BIC Corp
BigHand
Big Tin Can
Binary Tree
Bitdefender
Bitglass
BitTitan
Bixolon
Biz Technology Solutions
Black Box
Blackhawk Data
Blink ITS
BlueBeam
BlueBeam Software
BlueBird
Blue Cat Networks
Blue Chip
Blue Chip Cloud
Bluefin
BMC Software
Bogen
Bomgar
Bosch
Bose
Bouncepad
Box.com
Boxx
Brady Industries
Brainstorm
Breezie
Brenthaven
Bretford
BridgeWave
BrightSign
BRIMY
Broadcom
Brocade
Brooks Power Systems
Brooktrout
Brother
Brothers Integrated Tech
Bucher + Suter
Buffalo Technology
BuMat
Business Source
BUSlink
Bytecc

C

CA Technologies
Calabrio
Calero Software
Califone
Camali Corp
Canon
Canvas
Capella Technologies
Capsa Rubbermaid
Carahsoft Services
Carbon Black
CarbonHelix
Carbonite
Cardett Associates
Carousel Industries
Cascade Computer Maintenance
Case Logic
Casio
CATDV
CDO Technologies
CDW
CDW Services
Celestix
Cellular Services
Centerline Communications
CentraComm Communications

WE GET WANTING THE BEST SOLUTIONS.

Centricist
Centrify
Century Software
Certero
Cetecea
Chatsworth Products
Check Point Software
Chef
Chelsio
Chenbro
Cherry
Chief
Chip PC Industries
Christie Projectors
Ciena
Cinemassive
CipherLab
Cisco
Citizen America
Citrix
ClassLink
ClearCube Technology
ClearOne
Clearswift
ClearVision AV
Clinton Learning Solutions
Cloudbees
Cloudian
CloudGenix
CloudPhysics
Clover Imaging Group
CMS Peripherals
C-nario
Coby Electronics
Code Scanners
Code42
CODI Notebook Cases
Cofense
Cognitive Receipt Printes
Cohensity
Columbitech
Column Technologies
Commercial Tele-communications
Comm-Link DHP
Commvault
Communication Consulting
Communications Installation
Comnet Communications
ComponentOne
CompuLink
CompuWare
ComStar
Comtrade
ComTrend
Comtrol
Concanon
Condusiv Technologies
Conen
ConnectPro
ConsultX
Contemporary Computer Services
Content Keeper
Content Watch
Contex
Conti Electric
Contour Design
Coplogic
Core BTS
Corel
Corning
Corporate IT Solutions
Corsair
Cortelco
Cost Management Group
CPI
CP Technologies
Cradlepoint
Crane Payment Innovations
Creative Labs
Crestron
CRG
Criticom
Crow Communication
CrowdStrike
Crown Supply
CRU
CRU-DataPoint
Crunchy Logistics
Crystal Group
Crystal Point
CTA Digital
CTL
CUE
Cumulus Networks
Custom Computer Specialists
Customer Owned Products
Cyber Acoustics
CyberArk
Cyberdata
CyberDefense Technologies
Cybernetics
Cybernet Manufacturing
CyberPowerPC
Cylance

D

DAMAC
Datacal Enterprises
Datacard
DataCom Wireless
DataCore
Data Dynamics
DataLocker
Datalogic
DataMation
DataOn
Datasouth
DataVac
Datawatch
DataVizion
Datrium
DC Value Added Service Tech
DCC, Inc.
DDD
Dell
Delphix
Denso
Design Science
DETTO Technologies
DeviceLock
Dewalt
DewPoint
Dialogic
Diamanti
Diamond Multimedia
Diehl Graphsoft
DigiCert
Digi International
Digital Guardian
Digital Networks
Digital Products
Digital Storage Works
Digium
Directions Training
Distribution Management, Inc.
Diviad Network Solutions
Dixon Ticonderoga
DJI
D-Link
Docker
DocsCorp
Dolby
Double Take/Vision Solutions
Doublesight Displays
Draper
Drobo
Dropbox
Druva
DTEN
DT Research
Duracell
DustShield Computer Enclosures
DyKnow
DYMO
Dyntek

E

E2Campus
Eaton
Ebry IT
Edge-Core
EDGE Tech Corp
Edgewave
EDP
Educational Collaborators
Edu Tek Limited
Egain
Egnyte
EIZO Nanao

WE GET OPTIONS OPEN UP OPPORTUNITIES.

Ekahau
Elastic
Electro-Voice
Elite Screens
Elmers Products
ELMO Projectors
Elo Touch Solutions
Embarcadero Technologies
emFAST
Emobilepos
Emulex
Endrun Technologies
Energizer
Enfocus
EnGenius
Enovate Medical
ENS
Enterprise Solutions
Enterprise Wide Solutions
ENTIT
Entrust
Envoy Data
ePadLink
EPOS Sennheiser
Epson
Equinox
eReplacements
Ergotron
Erico
Ericom
ERwin
Eset
Esker
Esolytics, LLC
ESPO Technologies
Esterline
eVault
Evermap
EVGA
Exablaze
ExaGrid
ExchangeTek
Exinda
Explain Everything
Express Metrix
Extensis
Exterity
Extreme Networks
ExtraHop

F

F5 Networks
Facebook
FalconStor
Fargo
Fargo Electronics
Faronics
FatPipe Networks
Fax Back
Fellowes
FileBound
FileMaker
Final Draft
Finisar
FireEye
FireKing
Firemon
Fishbowl
FitBit
Fix Consulting
FlashForge
Flexera Software
Flippad
Flir
Fluke Industrial
Fluke Networks
FlyPro
Forcepoint
ForeScout
Fortinet
Fortres Grand
Fortress Technology
FOXIT
Fresh Technology
Fried Techologies
FrontRange
Front Row
Fujifilm
Fujitsu

G

GAI-Tronics
Gamber-Johnson
GammaTech
Garmin
GCX Mounting Solutions
Gefen
Gemalto
General Dynamics Itronix
Genetec
Genovation
Getac
GFI Software
GIGABYTE
GIGAMON
Global Knowledge
Globalscape
GlobaNet Consulting Services
Goal Zero
GoGuardian
Good Technology
Google
GoPro
GoProfessional Case
GrandStream
GrandTec USA
Granicus
Great Lakes Case
Greenlee
Griffin Technology
GripCase
Grip Gear
GroundControl Cloud
Gumdrop Cases
G-Vision
Gyration

H

H&L Electric
Haivision
Halo
Hamilton-Buhl
Hammermilll
Handeholder Products
Hanwah
Hapara
Haskell
Hauppauge
Havis
Hawking Technology
Hayes Microcomputer Products
Hayes Software Systems
Heckler Design
Helios Software
Henge Docks
Hewlett Packard Enterprise
HGST
HID Global Corporation
Higher Ground
HighFive Technologies, Inc.
HighPoint Technologies
HikVision
Hiperwall
HiSense
Hitachi Projectors
Hitachi Vantara
HIT Solutions
Homaco
Homido
HON
Honeywell Scanning & Mobility
HP Enterprise
HP Inc.
Horizon
Hovercam
HTC
Hubbell
Huddly
Human Concepts
Humanscale
HyperSign

I

IBM
iBoss
iBUYPOWER
ICC Products
iDaptive
i-Data
Ideal Industrial Tool
Idealstor
Idera Software
IDM Computer Solutions
ID Technology
Igel Technology
iKey
ImageWare Systems
iManage
Imation
IMC Networks
IMMIC Professional Services
Impact Business Group
Impero Software
Imperva
Impinj
Imprivata
InBit
Industrial Rack

CDW·G PEOPLE WHO GET IT®

Industry Weapon
Infinite Peripherals
Infoblox
InfoCase Notebook Cases
InFocus
InfoLock Technologies
Informa Software
Informatica
Infortrend
Infotel
Infragistics
Ingenico Group
Ingram Micro Services
InMotion
Innovation First
Innovative Office
Innovera
Inova
Inseego
Inserv360
Insight Global
Insperity
Inspiration Software
Inspur
Installs
In Process Consulting
Intechra
Intego
Intregration Technologies Group
Integrity Networks
Intel
Intelligent Computer Solutions
Interactive Solutions
Interstate Technology Systems
Intuit
Intuitive Technology Partners
Inviso Corporation
I-O Corporation
I/OMagic
IOGEAR
ioSafe
ipConfigure
Ipswitch
IP Vision
iQ Netsolutions
IRIS Software
ISICAD
ISI ResearchSoft
ISI Telemanagement
IT Missions
ITS Partners
Ivanti
IVCI, LLC
Ixia

J

Jabra
JACO
JAMF Software
Jar Systems
Jaton
JBL
JELCO
Jensen Tool
JetBrains
Jive Software
Joan
Johnson Controls, Inc.
Jolly Green Giant
Jo-Ro Manufacturing Company
Juniper Networks
Just Communications
Just Lamps
JVC

K

Kajeet, Inc.
Kanguru Solutions
Kano PC
Kantek, Inc .
Kaspersky Lab
KBS Computer Services
Keeper Security
Kemp Technologies
Kendall Howard
Kenneth Cole
Kensington
Keste
Key Ovation
Keyscan
Key Tronic
Kidasa Software
Kidzgear
Kinesis
Kingston Technology
Kinney Group
KnowBe4
Kodak
Kofax
Konexx
Konica Minolta
Kony
Kore Technologies
Koss Corporation
Kramer Electronics
Krone
Kroy
KSI
Kyocera

L

L.I. Computer Networks
LaCie
Lakeside Software
Landing Zone
Lanier Electronics Group
Lantronix
Laplink
Lava Computers Manufacturing
Layer27
LEAD Technologies
LeapFrog
Learning Consultants
Ledgeview Partners
Lee Products
LeGrand
Lenovo
Let's Think Wireless
Leviton
LexiCon
LexisNexis
Lexmark
LG Electronics
LG Ericsson
Lifeboat Distribution
Lifesize
Lightspeed Systems
Lind Electronics
Linked Senior
Linksys
Liquid PC Services
LiquidWare Labs
Lite-On
Little Bits
LiveAction
LiveScribe
LivWell
LocknCharge
LoftWare
Logical Maitenance Solutions
Logic Controls
Logicube
LogicMonitor
Logitech
LogicWing
Lookout
LSI Logic
Lucid Software
Lumension
Lumins Integration

M

M&B Machine
M3T Network
MacProfessionals
Macally
Makerbot
Maclocks
MagTek
MakerBot
Malwarebytes
Man & Machine
Managed Networks
Markzware
Marshall Electronics
Martin Yale
Marvel File Cabinets
Mason Technologies
Master Manufacturing
Matrox Video
MatterHackers
Maureen Data Systems
Maxell
Max Interactive
Mayline Group
McAfee
MEAD
Media Four
Meet Me in the Cloud
Mellanox
Memorex
Meridian
Metalogix
Metro Datavac
Metrowerks Software
Microboards
MicroEdge
Micro Focus
Micro Innovations
MicroMat
MicroNet Associates
Micron
Microsoft
Middle Atlantic
Milestone
Miltope
Mimecast
Mimo
Mindjet
Minitab Software
Minuteman Power Technologies
Mission Critical Wireless
Mitel
MJP Technologies
MMF IndustriesMobile Edge
Mobi
Mobi Wireless Services
Mobile Heartbeat
Mobile Installation Technologi
MobileIron
Mobotix

CDW·G PEOPLE WHO GET IT®

Mojo Networks
Molex
Monarch
Mongodb
Monster Cable
Morgen Industries, Inc.
Morpheus Data
Motion Computing
M-S Cash Drawers
MSI Computers
MultiMetal Products
Multi-Tek, LLC
MultiTech Systems
Muratec
Mushkin
Musical Health Technologies
Mutare
Muxlab
Myricom

N

N4mative
Nasuni
National Gift Card
National Service Center
Navori
NComputing
NCR
NDS Surgical Imaging
NEC
Nero
Net3 Systems
NetAlly
NetApp
NetBrain
NetCom Learning Inc
NETGEAR
Netig
Net It On
NetMotion
Netop
NETQ Multimedia Company
NetScout
NetSkope
NetSupport
Netsurion
Network Automation
Network Consulting Services
Network Design, Inc.
Network Instruments
Network Technologies
NetX
Neverware
NewBeg
Newell Rubbermaid
New Horizons Learning
Newline Interactive
New Partner Exception Purchase
NewTek
NexGen Storage
NexiCore Services
Nexsan
Nextivity
Nexus On Demand
Nicewear
Nimble Storage
Nintendo
Nomadix
No Overhead Computing
NovaStor
Novell
NTP Software
Nuance
Numonics Corporation
Nutanix
Nvidia
NZXT

O

Objective Interface Systems
OGIO International
OKI
OKTA
Olympus America
Omnitron Systems
Omtool
One Indentity
OneLogin
On Hold
O'Neil
ONSSI
OnTrack Software
OpenGear
Open Systems Technologies
OpenText
Opticon
Optoma
Oracle
Ortronics
Osprey Video
Other World Comp
OtterBox
Outsourcing Unlimited
Overland Tandberg
Owl Labs
Oxford

P

Paessler
Paladin Software
Palo Alto Networks
Panamax
Panasonic
Panda Software
Panduit
Panini
Panorama Antennas
Papercut
Papermate Writing Utensils
Paradyne
Paragone Furniture
Paragon Software
Parallels
Park Place Technologies
PartnerTech
PatientSafe
Patton Electronics
Pax Technology
PC America
PCW Client Products
PDI
Pearson
Peek
Peerless-AV
Pelican Products
PendaFlex
Pentel
Perficient
Perle Systems
Pervasive Software
Pexip
PGP
Pharos
Philips
Pi Engineering
Pierson Consulting Co
Pilot
Ping HD
Pioneer
Pioneer New Media Technologies
Piper
Pivot3
PKWare
Planar
Plasmon Storage Technologies
Plenom
Plug-In Storage Systems
Plum Laboratories
Plustek
PM2 Net
PMSQUARE
PNY Technologies
Poly
PolyVision
Posiflex
Pos-X
Powergistics
PowerdSine
Power-Sonic
PowerTech Antennas
Pragmatic Works Consulting
Precise Biometrics
Premier Mounts
Presidio Networked Solutions
Primera
Printek
PrinterLogic
Printronix
PrismPointe Technologies
ProClip
Pro Computing Services
ProCurri
Productive AV
Progressive Electronics
Proline
ProLogic ITS
ProMark Technology
Promethean
PROMISE Technology
Proofpoint
ProTek IT
Proton Data
Provance
Proxim Wireless
Proxy Networks
PSC
Psiber Data Systems
PSM Partners
PTS Data Center Solutions
PTZOptics
Pulse Secure
Puppet
Pure Storage
Purple

Q

Qlik
QLogic
QNAP
Qomo
Quality and Assurance Tec
Qualys
Quantum
Quark Software
Quartet
Quest Software
Quetel
Quintim
Quite Imposing License

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R

Rad Direct
Radiant Network
Radware
Rain Design
Ram Mounts
Raritan
Raxco Software
RazBeri
Razer
RCA
Read Right
Readydock
Real VNC
Recertified by Planitroi
RedBeam
Red Gate
Red Hat
RedSky
Reliable-IT
Rennerbrown Staffing
RES Software
Respawn
Retail Service Parts
Retrak
Retrospect
RF Ideas
Ricoh Corporation
RIM
Rimage
RingCentral
Rittal
Riverbed
Robert Bosch Tools
Robert Half International
Rockey and Associates
Rose Electronics
RSA Security
Rubrik
Ruckus Wireless

S

Safari Montage
Safco
SafeWare
Sage Software
Sagem-Interstar
SailPoint
Salamander Designs
Salesforce.com
Samsara
Samsonite
Samsung
Sancastle Technologies
Sanyo
SAP America
Sapphire Technology
SAS Software
SATO
Savin
Scala
Scale Computing
ScienceLogic
SCM Microsystem
Scooter Software
SDI Technologies
Security Scorecard
Securly
Segovia
Seiko Instruments
Seneca Data
Sennheiser
Sensaphone
Sentinel Technologies
SentrySafe
ServerLift
Service Express
SGI
Sharp
Shavlik
ShoreTel
Shure
Shuttle Computers
Siecor
Siemon
Sierra Wireless
Signagelive
SIIG
Silex Technology
Silver Peak
SimpleTech
Simply NUC
Singlewire
SKB Industrial
Skykit
Skyline Advanced Tech Services
Sling Media
Sliver Peak Cloud Services
SmartDraw
SmartSource
SMART Technologies
SMK-Link Electronics
SMS Systems Maintenance SVCS
Snow Software
Socket Mobile
Sofbang
SoftDesk
Software Shelf
SolarFlare
Solar Winds
SonicWALL
Sonnet Technologies
Sony
Sophisticated Systems
Sophos
Sorna
Soter Technologies
SOTI
SoundTrap
SourceCode-K2
Source Imaging Products
Source Technologies
Southwest Networks
Spanning Cloud
Specialty Products of Virginia
Speck Products
Spectra Logic
Spectralink
Spectrum Industries
Splunk
Sport View Televisionorate
Sprint
SPSS Software
Spyrus
SSH
Stage Front Lighting & Theatrics
Star Micronics
StarTech.com
StarWind
Steel Cloud
SteelEye Technology
SteelRay Software
Stefanini
StorageCraft
Storix
Strategic SAAS
StratoDesk
Studio Network Solutions
Sunbelt Software
Sunbrite
Supermicro
SUSE
Swivl
Symantec
Synchrotech
Syncplicity
Syncsort
Synergy Software
Synnefo Technology Solutions
Synnex Services
Synology
SysDig
Systat Software
System76
Systemax
Systran

T

Tableau
Tagit
TAIYO YUDEN
Tally Printers
Tangent Computer
Target Network Integration
Targus
Taurus Technologies
TEAC
TechData
TechSmith
Technology Integration Group
Technology Services Corp
Technology Solutions Group
TEC Printers
TEK Systems
Teklynx
Tektivity
Telestream
Telex
Tempus Nova
Tenable
Tequipment
Terrawave
TESSCO
Texas Instruments
TextHelp
TG3 Electronics
Thales
The Joy Factory
Thermaltake Technology
Thermamark
ThinkWrite
ThinPrint
Threat Track
Thycotic Software
TIBCO Software
Tiffany Industries
Tiffen
TigerText
Tightrope
Tintri
T-Mobile
TomTom
ToolFarm
Topaz Systems
Toshiba
Total Micro Technologies
TouchSystems
TP-Link
Transcend
Transition Networks

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Traversa Solutions
Trekstor
Trellix
Trend Micro
TrendWare International
Trestel
Trident
Tripp Lite
Tripwire
Triumph Board
Troy Systems
Trust
Trustwave
TSC Taiwan Semiconductor Co.
Tumbleweed
Turbonomic
Turtle
Twistlock
TYAN

U

Ubiquiti
Ultrabac
Ultra Electronics
Uniden
Unimax
Unistar Sparco Computers
Unitech
United Radio DBA Bluestar
Unitrends
Universal
Universal Management Solutions
Unknown
Upstream Networks
Uptivity
Urban Armor Gear
USP
USRobotics
UV Angel

V

V3 Gate
V5 Systems
Valcom
VanDyke Software
VantagePoint
Vantec
Varonis
VARIDESK
VARIZOOM
VBrick
VEC Electronics
Vector, USA
Veeam
VEHO
Velaspan
Ventev
Veracity
Veramark
Verbatim
Verifone
Verint
Veritas
Verizon
Verkada
Vertiflex
VERTIV
Video Labs
Videolarm
Vidyo
ViewSonic
Viking
Vircom
Virtual Ink
Virtual Systems Solutions
Virtual Tech Gurus
Visioneer
Vision Solutions (Syncsort)
VisionTek
Vitil Solutions
Vivitek
Vivonet
Viziflex
Vizio
Vormetric
VMware
V-Tech Communications
Vuzix Corporation
VXL Innstruments
Vytopta

W

Wachter Network Services
Wacom
Walt Disney Computer Software
Wasp Barcode
WatchGuard
Waterfield Technologies
Wave
Wavelink
Webroot
Webtrends
Weightronix NIC
Wenger North America
WestCon Cables
Western Digital
WeVideo
Wheel Lock
Whoosh
WiebeTech
Wiley Publishing
Wilson Electronics
Wincomm
Withings
Wolfram
Workshare
Wowza
WSM Inernational
Wynndalco Enterprises

X

Xante
Xerox
XFX
Xogo
Xteoma
Xtreme Accessories
XYZ

Y

Yamaha
YeaLink
YPDF
Yuneec

Z

Zagg
Zcover
ZDI
ZEBEX
Zebra Technologies
ZeeVee
Zerto
Zimbra
Zimperium
ZixCorp
Zoom Videoconferencing
ZOTAC
Zscaler
ZyXEL USA

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APPENDIX 3 – TRAINING CATALOG

For greater insight into our training courses, we have provided our 2023 Course Catalog in the remainder of this appendix.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

2023 · Q1 EDITION

COURSE CATALOG

A guide to technical workforce development

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

2023 · Q1 EDITION

COURSE CATALOG

FOCAL POINT ACADEMY
A CDW COMPANY

CDW PEOPLE WHO GET IT

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World-class training accelerates project success.

CDW training maximizes your technology ROI.

Every techno ogy so ut on you dep oy performs better when your teams have the know edge and sk s to run them to the r fu est capac ty That s why **training is one of the smartest investments you can make to support your digital transformation, security, and enterprise technology projects.**

New enterpr se techno ogy projects requ re new sk s and **teams with relevant training on the full functionality of critical platforms achieve the strongest outcomes.**

CDW tra n ng perfect y a gns the tra n ng needs of your workforce w th the goa s of your techno ogy projects to ensure your team has the exact sk s they need to support and opt m ze your tech stack ong term

Research has shown that dedicating an extra 1.5 percent of a project's total budget to training can increase success rates by up to 30 percent.



Training elevates employee satisfaction and retention.

Tu nove hu ts n an env onment whe e find ng good wo ke s s nc eas ng y cha eng ng **it's paramount to keep your employees satisfied — and that's another reason training is essential:**

- 72% of T wo ke s a e ve y o ext eme y nte ested n t a n ng to upg ade the sk s — the h ghest pe centage of a occupat ons su veyed
- 71% of wo ke s who ecent y comp eted upsk ng ag ee t had a pos t ve mpact on job sat sfact on The job sat sfact on s 21% h ghe than wo ke s who had not pa t c pated n upsk ng
- 86% of m enn a s wou d be ess ke y to eave the cu ent pos t on f t a n ng and deve opment we e offe ed by the emp oye

Sat sfied T and secu ty emp oyees a e fa mo e ke y to stay and g ow w th you o gan zat on Re evant t a n ng he ps make t happen



Elite skills and training to achieve your security goals.

Combined strengths create your ideal partner.

Foca Po nt Academy s the ongt me eade n cybe wo kfo ce deve opment Now that Foca Po nt s pa t of CDW you T t a n ng can comb ne the st engths of these two ndust y eade s

CDW offe s pee ess expe ence n o chest at ng T p ojects and n t at ves f om sma and med um-s zed bus nesses to ente p se Comb n ng the e te Foca Po nt cu cu um w th the expe t se and depth of CDW so ut ons and se v ces g ves you teams the sk s they need to opt m ze you T nvestments and ach eve you most mpo tant outcomes

Get the quality, interactivity and flexibility your organization needs.

The cou ses sted n th s cata og a meet the same exact ng standa ds fo qua ty nte act v ty and a gnment w th today s b ggest techno ogy cha enges

- **Our courses are created and led by some of the world's best instructors,** whose sco es fo de ve y f om students ave age 4 9 out of a poss b e 5
- **Each course is designed to maximize time spent in hands-on learning,** nc ud ng ab/ ange exe c ses and deb efs too wa kth oughs and case stud es
- **Born out of some of the most demanding SOCs in the world,** CDW s p op eta y cu cu um s un que y soph st cated and pa s w th vendo techno ogy t a n ng to de ve a comp ete so ut on to you secu ty and T sk s needs
- **Our training is developed in collaboration with industry leaders** who sha e ou comm tment to tho ough ead ng-edge T t a n ng t s a ways up to date w th nst uct on spec fic to the atest ve s ons of each too

Ou cou ses a e des gned fo v tua nst uct on but they can a so be taught ve at you ocat on o at CDW s state-of-the-a t t a n ng cente n Co umb a Ma y and We ta o you wo kfo ce deve opment p og am to meet the needs of you emp oyees whe eve they a e



Tailored training for your most important projects.

CDW s the ndust y eade n t ansfo mat ve techno ogy se v ces Now CDW offe s custom zed wo kfo ce deve opment p og ams to opt m ze these a ge-sca e p ojects They de ve the exact sk s you team needs to ead suppo t and max m ze the va ue of each of these p ojects

Wh e CDW can ta o t a n ng p ans to the spec fic contou s of you p ojects many o gan zat ons have found the fo ow ng p e-bu t cou se bund es dea fo jump-sta t ng p oject success

Sample course bundles include:

Cloud Transformation

C oud t ansfo mat on offe s t emendous potent a to eshape how bus ness gets done — st eam n ng wo k oads and nc eas ng flex b ty w th comp ete sca ab ty as you offe ngs g ow But secu ty s pa amount and you c oud secu ty nvestment can be s gn ficant

Us ng AWS as an examp e th s c oud t ansfo mat on bund e w he p you C oud Secu ty A ch tects secu e y manage an AWS c oud env onment and d ve max mum va ue f om you nvestment

- AWS Techn ca Essent a s (AWS-101)
- CCSK P us - AWS (CSA-200)
- A ch tect ng on AWS (AWS-301)
- AWS Secu ty Eng nee ng (AWS-300)

Security Operations Center (SOC) Maturity

Evo v ng cybe th eats and the sk of nc eas ng y cost y b eaches have mot vated many compan es to hone the SOC sk s These ta o -made cou ses w he p you bu d a th eat-hunt ng capab ty n you SOC

- Netwo k Fo ens cs & nvest gat on (CT-301)
- Hacke Methodo og es fo Secu ty P ofess ona s (HK-300)
- Th eat Hunt ng w th Python (PY-300)



Tailored training for your most important projects.

Secure Application Development

The ea e you th nk about secu ty the mo e t be nteg ated nto you app cat ons Ou cou ses w he p jun o deve ope s suppo t you secu e app deve opment p ojects

- Secu ty Web App cat ons Ove v ew (SC-200)
- CSS P (SC-203)
- Secu e Web App Dev fecyc e - Java/JEE (SC-301)

Other project types

We offe cou ses and bund es to suppo t v tua y any p oject you may be n t at ng f you don t see you p oject type sted he e p ease contact you CDW account manage to d scuss a custom cou se p an fo you p oject

- AM Dep oyment
- Th eat Management
- DevSecOps
- Secu e nf ast uctu e Dep oyment
- Ze o T ust
- App cat on Mode n zat on
- S EM/SOAR Dep oyment
- Secu e Access Se v ce Edge (SASE)
- T and Secu ty C oss-T a n ng
- Secu ty Ope at ons Cente (SOC) Bu dout



How to use this catalog.

Find the solutions that make sense for your organization.

We offe so ut ons fo eve y s ze o gan zat on — f om s ng e seats to ente p se- eve p og am deve opment

Individual classes

Fo nd v dua ea ne s o s ng e p ojects nd v dua c asses w he p you onboa d new h es c ose mmed ate sk s gaps o p epa e you team to suppo t new y dep oyed softwa e p atfo ms o too s f om CDW

Learning packages

S mp fy you t a n ng nvestment by pu chas ng a package of c ed ts Fo most cou ses one c ed t equates to one day of t a n ng and you spend you c ed ts th oughout the yea as you needs d ctate

- St eam ne pu chases and manage t a n ng mo e eas y
- Budget and a ocate t a n ng funds w th a s ng e pu chase o de
- Ga n yea - ound access to a b oad po tfo o of cou ses techno og es and eve s
- Wo k w th CDW to ta o ea n ng p og ams to you team s needs and budget equ ements
- Make o de ng and en o ment mo e conven ent
- Adjust spend ng w th flex b ty as you needs change

ea n ng packages a e dea fo deve op ng a new capab ty ove mu t p e teams o ocat ons o jump-sta t ng a new team They can a so be used fo nd v dua cou ses fo onboa d ng c os ng sk s gaps o suppo t ng new y dep oyed softwa e p atfo ms o too s

Enterprise learning

CDW w wo k w th you to des gn o gan zat onw de t a n ng p og ams that a gn w th a ge-sca e T o outs We can he p you dep oy eg ona nat ona o even g oba t a n ng p og ams comp ete y custom zed to opt m ze you T nvestment

Demonstrate mastery with badges and certifications.

Help your teams earn meaningful badges and certifications.

Foca Po nt Academy s badges and cert ficat ons are a powerfu way of ncreas ng your emp oyees job sat sfact on **They're tangible recognition of professional accomplishments that help leaders identify and qualify cybersecurity talent.**

How the program works

Afte comp et ng a cou se o se es of cou ses emp oyees ece ve un que d g ta badges — v a C ed y — that qua fy the maste y of a sk o sk set fo a spec fic o e

Each badge g ves an emp oyee a one-c ck ea -t me v tua ep esentat on of the ach evement The bu t- n metadata va dates the c edent a and p ov des deta s on the e evant c te a sk s and (f app cab e) exp at on

These badges et nd v dua s showcase the accomp shments on ne th ough p ofess ona and soc a netwo ks such as nked n Facebook Tw tte ema s gnatu es and d g ta esumes

Badge categories

Foca Po nt s badg ng p og am s d v ded nto two key c edent a catego es

- **Role proficiency badges,** awa ded to students who have the cumu at ve sk s equ ed to fi a spec fic o e on a cybe secu ty team
- **Skills badges,** awa ded when a student maste s a spec fic capab ty th ough hands-on ea n ng exe c ses du ng one of ou cou ses



Help your teams earn college credit.

Foca Po nt Academy ssues co ege cred ts for certa n courses through our partnersh p w th Exce s or Un vers ty — an accred ted not-for-profit un vers ty that spec a zes n he p ng adu t earners advance the r careers

That s one more way CDW tra n ng he ps boost your emp oyees job sat sfact on — and bu d stronger secur ty teams

2023 COURSE CATALOG

Offensive and Defensive Cybersecurity

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 100

Cyber Risk Management Overview

A organ zat ons face cyber r sk n today s wor d Th s sem nar sty e program covers the fundamenta s profess ona s need to operate the r organ zat ons secure y embrace d srupt on safe y and commun cate cyber r sks effect ve y w th n the r organ zat ons Des gned w th profess ona s n m nd th s program d ssects the most mportant ssues n cyber r sk management and arms attendees w th the too s needed to engage n strateg c cyber r sk conversat ons

1-day course

Cha enge eve 1

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp ess the mpo tance of a sound cybe secu ty st ategy n atta n ng the o gan zat on s bus ness goa s
- Recogn ze a eas of vu ne ab ty w th n the o gan zat on and the th eats that seek to exp o t them
- dent fy the cybe sks to the o gan zat on and the p act ces that w m t gate and e m nate them
- P act ce effect ve pe sona cybe hyg ene

Prerequisites

Th s cou se s ntended fo execut ve- eve bus ness eade s (e g CEO CFO VPs)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$950
ea n ng C ed ts	1

OFFENSIVE AND DEFENSIVE CYBERSECURITY CS 101

Intro to Security Analysis

Most profess ona s are aware of the mportance the r jobs p ay n secur ng an organ zat on but many are not adequate y tra ned n th s mportant funct on and may not know where to beg n Th s hands on course g ves a jumpstart nto the ana ys s of network ntrus ons comprom sed hosts and ma ware Students w earn what common attacks ook ke how to track and ana yze ma c ous act v ty and what m t gat on steps shou d be taken

2 2-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- P ofi e/base ne the hosts se v ces and act v ty n a compute netwo k
- Pe fo m use - eve att but on of unwanted act v ty n a netwo k
- Compa e obse ved netwo k t affic to expected topo ogy
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

A backg ound n T

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th W ndows adm n st at on and/ o the Sys nte na s Su te

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 200

Phishing Investigation

Th s c ass teaches new secur ty ana ysts the bas cs of respond ng to ph sh ng attempts Students w start w th a pr mer n command ne bas cs and network flow concepts then earn how to reconstruct the path taken by ema s how to ana yze ema headers for secur ty ssues how to generate nd cators of comprom se from susp c ous ema s and what the effects can be from a successfu ph sh on systems and networks

3 3-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze flows of netwo k t affic
- Desc be the p otoco s and nf ast uctu e used to send and ece ve ema
- Ana yze ema messages and othe netwo k t affic fo s gns of ph sh ng
- dent fy and obse ve the co e components of an ope at ng system
- Conduct bas c behav o a ana ys s of ma wa e on a unn ng W ndows system

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 300

Network Forensics and Investigation I

Network Forens cs and nvest gat on teaches students to d fferent ate between norma and abnorma network traffic understand how packets flow through a network and attr bute conversat ons and act ons taken over a network segment to spec fic hosts or users Th s course focuses on research fi ter ng and comparat ve ana ys s to dent fy and attr bute d fferent types of act v ty Students w earn to fo ow conversat ons across a w de range of protoco s and through red rect on as we as how to deve op custom fi ters for non d ssected protoco s

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate a base ne of the p otoco s hosts and nte act ons n a netwo k env onment
- dent fy anoma ous netwo k t affic us ng a comb nat on of n-depth packet ana ys s and h ghe - eve stat st ca ana ys s
- Reconst uct event t me nes and accu ate y co e ate o d st ngu sh between event th eads
- dent fy and ext act netwo k a t facts fo fu the fo ens c ana ys s
- Compa e obse ved netwo k t affic to expected topo ogy
- Resea ch and ana yze unknown (non-d ssected) p otoco s
- T ack web act v ty at the use o sess on eve v a HTTP heade ana yt cs

Skills Badges and Certifications

Netwo k T affic Att but on & Reconst uct on
D ssect on and Ana ys s of Netwo k T affic





Prerequisites

F m unde stand ng of TCP/ P netwo k ng

CompT A Netwo k+
C sco CNET o s m a

Expe ence w th a packet ana yze

CompT A Secu ty+ o s m a

Capstone Exercise

A catego y-based captu e-the-flag cha enge that cu m nates n t ack ng a s mu ated SCADA nt us on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 301

Network Forensics and Investigation II

Bu d ng on Network Forens cs and nvest gat on th s course teaches students how to use advanced too features to uncover and nvest gate comp ex mu t stage and hard to detect ntrus ons By earn ng to dent fy stat st ca patterns so ate events of nterest and accurate y corre ate or d st ngu sh between threads of act v ty students w ga n the sk s needed to perform cr t ca rea t me ana ys s n a product on env ronment The course emp oys severa traffic ana ys s too s nc ud ng W reshark Network M ner and RSA s NetW tness nvest gator a ongs de custom too s and scr pts

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and ana yze events at a stages of the attack fecyc e
- App y th eat nte gence feeds to focus mon to ng nvest gat on and hunt act v t es
- Detect and nvest gate tunne ng botnet command & cont o t affic and othe fo ms of cove t commun cat ons be ng ut zed n a netwo k
- Emp oy finge p nt ng techn ques to detect the use of enc ypted t affic flows by ma wa e o an act ve nt ude
- Accu ate y co e ate and econst uct mu t p e stages of ma c ous act v ty n o de to bu d a comp ete p ctu e of the scope and mpact of comp ex netwo k nt us ons

Skills Badges and Certifications

Netwo k OC dent ficat on & nvest gat on
Advanced Netwo k Fo ens c Ana ys s

Prerequisites

CCNA and/o expe ence as an nc dent Hand e o s m a

Packet ana yze expe ence

Know edge of common Web App funct ona ty and a ch tectu e

Capstone Exercise

nvest gate a comp ex mu t - stage nt us on P epa e a epo t on the attack document the hacke s act v t es and deta the eaked nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY CT 302

Automated Network Defense

An ntrus on Detect on/Prevent on System (DS/ PS) can automate the process of dent fy ng attacks among the thousands of connect ons on a network aught by eaders n network defense who work n the cybersecur ty ndustry th s course demonstrates how to defend arge sca e network nfrastructures by bu d ng and ma nta n ng DS/ PS and master ng advanced s gnature wr t ng techn ques W th DS and tra ned network secur ty aud tors organ zat ons have a re ab e means to pr or t ze and so ate the most cr t ca threats n rea t me

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze the benefits and m tat ons of d ffe ent nt us on detect on system types (netwo k-based host-based and d st buted systems)
- dent fy opt ma senso p acement and gaps n cove age
- W te bas c DS s gnatu es to dent fy t affic of nte est and tune them to educe fa se pos t ves
- Use eassemb y and p e-p ocess ng eng nes to automat ca y econst uct st eams of netwo k data p o to ana ys s
- App y decod ng and othe techn ques to ove come DS evas on effo ts
- Deve op comp ex s gnatu es emp oy ng u e cha n ng event fi te ng and post-detect on ana ys s to dent fy d st buted attacks mu t -stage events and othe mo e comp ex th eats
- Use egu a exp ess ons to effect ve y detect va ab e o mo ph ng attacks
- Manage u e sets to educe edundancy and ma nta n system effic ency

Skills Badges and Certifications

DS S gnatu e C eat on and Opt m zat on
Automated Netwo k Th eat M t gat on

Prerequisites

A st ong unde stand ng of TCP/ P netwo k ng

Netwo k Fo ens cs and nvest gat on and

Capstone Exercise

dent fy and ana yze the e ements of a mu t stage nt us on Configu e and tune an DS/ PS to detect and m t gate these attacks

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY OS 300

Endpoint Live Forensics

Endpo nt L ve Forens cs teaches students how to dent fy abnorma act v ty and nvest gate a runn ng system that may have been comprom sed n th s course students w earn the most usefu commands too s and techn ques that can be emp oyed dur ng nvest gat on to revea the s gn ficant nd cators of nfi trat on as we as how to create a system base ne to be used for future ana ys s Th s course s focused pr mar y on the W ndows 10 and L nux operat ng systems

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the co e components of the ope at ng system and a ce ta n a cu ent state us ng bu t- n o othe t usted too s
- Ana yze a unn ng system and detect abno ma behav o e at ng to ope at ng system components
- Use event og ana ys s to ve fy and co e ate the a t facts of anoma ous behav o and dete m ne the scope of an nt us on
- Bu d o mod fy Powe She sc pts to nte ogate an ope at ng system and automate epet t ve ana yt c tasks
- C eate and use a system base ne to dent fy unexpected tems such as ogue accounts o configu at on changes

Skills Badges and Certifications

ve W ndows Endpo nt Ana ys s
System & Event og Ana ys s



Prerequisites

Fam a ty w th W ndows systems and the command ne nte face

Unde stand ng of TCP/ P netwo k ng

Expe ence w th VMwa e o othe v tua zat on softwa e

Capstone Exercise

An nvest gat on scena o to emote y ana yze a netwo k of systems dent fy comp om sed mach nes and emed ate as app op ate

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY HK 300

Hacker Methodologies for the Security Professional

Th s course teaches the processes threat actors use to break nto organ zat ons networks and stea the r most sens t ve data Ut z ng Ka L nux and the Metasp o t Framework students w earn to dent fy scan and enumerate target systems corre ate serv ces to vu nerab t es and exp o ts emp oy exp o ts to ga n access to the target systems e evate pr v eges propagate through the network and cover the r tracks w th n a target network Th s course s focused pr mar y on L nux and W ndows operat ng systems

5 5-day course

4 Cha enge eve 4

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy the c asses of hackers the r mot vat ons and the methodo og es emp oyed by threat actors
- Use p b c y ava ab e too s and open-so rce nte gence techn q es to deve op a target footpr nt
- Scan and en merate targets to dent fy target operat ng systems and serv ces
- Research and everage exp o ts for v nerab e serv ces to ach eve access to target systems
- dent fy system config rat on weaknesses and v ab e pr v ege esca at on tact cs
- Ana yze exp o ted systems to dent fy and remove nd cat ons of comprom se
- mp oy system too s to exp o t add t ona targets w th n an nterna network

Skills Badges and Certifications

W ndows xp o tat on
n x xp o tat on
and & xpand



Prerequisites

Fam a w th the W ndows and nux Command ne nte face and the W ndows and nux ope at ng system components and secu ty featu es

Capstone Exercise

Red team exe c se equ ng teams to estab sh n t a access to a DMZ p vot to othe netwo k segments and et eve equested nfo mat on

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY PY 300

Threat Hunting with Python

Th s ntermed ate eve course teaches students how to use threat hunt ng hypotheses generated from contextua data or threat nte gence feeds to wr te Python scr pts that nteract w th var ous data sources and perform data ana yt cs to determ ne the va d ty of those hypotheses echn ques nc ude the use of advanced data structures act ve data gather ng us ng SCAPY and other too s scr pt ng database or S EM quer es and more Successfu students w ga n the ab ty to scr pt or automate custom threat hunt ng tasks

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Test cybe th eat hunt ng hypotheses by c eat ng Python sc pts that pe fo m data gathe ng and ana yt cs
- Use advanced data st uctu es to sto e sea ch and man pu ate data
- W te Python code to nte act w th a va ety of systems such as S EM p atfo ms and endpo nts as we as stat c data sou ces such as og fi es and t affic captu es
- mp ove the speed and effect veness of cybe th eat hunt ng act v t es th ough sc pt ng and automat on

Skills Badges and Certifications

Th eat Hunt ng w th Python

Prerequisites

nte med ate- eve p og amm ng expe ence w th Python

Successfu comp et on of Netwo k Fo ens cs and nvest gat on o compa ab e expe ence

Capstone Exercise

G ven a scena o deve op th eat hunt ng hypotheses then w te Python sc pts to gathe app op ate data pe fo m ana yt cs and p oduce output

Pricing

USD	$2 850
ea n ng C ed ts	3

OFFENSIVE AND DEFENSIVE CYBERSECURITY MA 300

Behavioral Malware Analysis

Behav ora Ma ware Ana ys s teaches students the fundamenta sk s to ana yze ma c ous software from a behav ora perspect ve Us ng system mon tor ng too s and ana yt c software th s course teaches how to observe ma ware n a contro ed env ronment to qu ck y ana yze ts ma c ous effects to the system From s mp e key oggers to mass ve botnets th s c ass covers a w de var ety of current threats w th actua samp es be ng ana yzed n the tra n ng env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy c ass fy and document ma wa e and ts capab t es
- C eate and custom ze a v tua zed ana ys s env onment
- Emp oy common too s to cha acte ze ma wa e samp es qu ck y
- dent fy obfuscat on methods used by attacke s to escape detect on

Skills Badges and Certifications

Ma wa e C ass ficat on
Behav o a Ma wa e Ana ys s



Prerequisites

Unde stand ng of W ndows Ope at ng System adm n st at on

F m unde stand ng of ope at ng system nte na s

Know edge of common ma wa e types and exp o t vecto s

Capstone Exercise

Ana yze a cu ent p ece of W ndows ma wa e and p oduce a tho ough epo t on ts capab t es system mpact and means of pe s stence

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 300

Assembly for Reverse Engineers

Des gned for ma ware ana ysts and code deve opers a ke Assemb y for Reverse Eng neers w equ p students w th the know how to effect ve y read Assemb y rev ew statements understand program flow dent fy the nfluence of d fferent comp ers and reverse mach ne code back to ts h gher eve equ va ent Learn and pract ce deve opment techn ques to mprove the speed and qua ty of stat c ana ys s dur ng th s week ong ab ntens ve course

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be how code execut on wo ks
- Unde stand the components of the x86 nst uct on set
- App y demonst ated ana ys s techn ques to the eve se eng nee ng of W ndows executab es
- Use DA P o s powe fu Assemb y ma kup featu es to opt m ze ana ys s
- Use stat c and dynam c ana ys s to nte p et and document p og am flow

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode x86 W ndows B na es
Stat c Reve se Eng nee ng



Prerequisites

Know edge of ope at ng system nte na s

Expe ence w th C p og amm ng n a W ndows env onment

Expe ence w th VMwa e softwa e s an advantage

Capstone Exercise

A manua stack t ace exe c se and a eve se eng nee ng ass gnment to d scove and document the funct on of a g ven b na y

Pricing

USD	$4 750
ea n ng C ed ts	5

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 400

Malware Reverse Engineering

Th s course teaches students how to perform advanced ana ys s of rea wor d ma ware samp es us ng d sassemb y and debugg ng techn ques The course a so covers data decod ng and b nary obfuscat on to bypass protect ons and perform effect ve ana ys s on hardened samp es and how to defeat ant debugg ng and other ant ana ys s techn ques We w use DA Pro D sassemb er O yDbg and x64dbg to demonstrate how to accomp sh common ana ys s tasks overcome ma ware ana ys s roadb ocks and ach eve a more comp ete understand ng of a ma c ous samp e s funct ona ty

5 5-day course

Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use DA P o O yDbg x64dbg and othe too s to ana yze and debug ma wa e and epo t on ts capab t es
- Desc be n deta the st uctu e and funct ons of the Po tab e Executab e (PE) heade and ana yze PE heade s to a d n ma wa e cha acte zat on
- App y techn ques fo dent fy ng ana yz ng and bypass ng data obfuscat on
- Unde stand the st uctu e and use of Dynam c nked b a es (D s) and app y eve se eng nee ng sk s to D ana ys s
- dent fy and ove come a ange of ant -debugg ng and ant -ana ys s techn ques used n mode n ma wa e
- dent fy deve ope code n a comp ed b na y

Skills Badges and Certifications

Reve se Eng nee ng Use -Mode W ndows Ma wa e
Stat c Reve se Eng nee ng
Dynam c Reve se Eng nee ng



Prerequisites

Successfu comp et on of Assemb y fo Reve se Eng nee s

Unde stand ng of ope at ng system nte na s

Expe ence n C and Python p og amm ng s ecommended

Capstone Exercise

Reve se eng nee ng ass gnment to ana yze and epo t on a ea -wo d ma wa e samp e that emp oys ant -ana ys s techn ques

Pricing

USD	$5 700
ea n ng C ed ts	6

OFFENSIVE AND DEFENSIVE CYBERSECURITY RE 500

Python for Reverse Engineers

Th s course s geared toward the reverse eng neer t ntroduces a student to the Python anguage w th a focus on us ng t to acce erate automate and opt m ze reverse eng neer ng tasks The course starts w th an ntroduct on to the Python anguage a rev ew of object types and flow statements then de ves nto fi e operat ons modu es work ng w th the C ypes brary for nteract on w th W ndows operat ng systems debugg ng and DA scr pt ng

5 5-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and mp ement Python sc pts used n eve se eng nee ng
- Use Python to nte act w th the W ndows ope at ng system us ng the W ndows AP
- C eate custom event hand e s to automate debugg ng tasks
- Use Python to automate tasks to debug ma wa e and epo t on ts act v t es
- Automate d sassemb y tasks us ng DAPython and othe ava ab e modu es

Prerequisites

Successfu comp et on of Ma wa e Reve se Eng nee ng

Fam a ty w th p og amm ng/sc pt ng

Expe ence w t ng o ed t ng Python sc pts

Capstone Exercise

nd v dua ab Exe c ses

Pricing

USD	$5 700
ea n ng C ed ts	6

2023 COURSE CATALOG

Cloud Implementation and Security



CLOUD IMPLEMENTATION AND SECURITY CSA 100

CCSK Foundation

The Cert ficate of C oud Secur ty Know edge (CCSK) Foundat on course starts w th the fundamenta s and ncreases n comp ex ty as t works through a 16 doma ns of the CSA Secur ty Gu dance recommendat ons from the European Un on Agency for Network & nformat on Secur ty (EN SA) and an overv ew of the C oud Contro s Matr x t covers key areas nc ud ng best pract ces for AM c oud nc dent response app cat on secur ty data encrypt on Secur ty as a Serv ce (SECaaS) secur ng emerg ng techno og es and more

2-day course

Cha enge eve 1

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$1900
ea n ng C ed ts	2

CLOUD IMPLEMENTATION AND SECURITY CSA 200

CCSK Plus – AWS

The CCSK P us AWS course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the AWS cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n AWS

Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n AWS

Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n AWS

Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

CLOUD IMPLEMENTATION AND SECURITY CSA 201

CCSK Plus – Azure

The CCSK P us Azure course covers the foundat ona content from CCSK Foundat on (CSA 100) but a so nc udes hands on abs and act v t es that re nforce c assroom nstruct on and bu d app cab e sk s Students engage n a scenar o of br ng ng a fict ona organ zat on secure y nto the c oud wh ch g ves them the opportun ty to app y the r know edge by perform ng a ser es of act v t es that wou d be requ red n a rea wor d env ronment **This course covers the Azure cloud platform.**

3 3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y C oud Secu ty A ance Secu ty Gu dance C oud Cont o s Mat x and othe esea ch to a c oud secu ty p og am n Azu e
- Eva uate how to secu e the c oud management p ane and ensu e bus ness cont nu ty fo c oud comput ng n Azu e
- Compa e the effect veness of d ffe ent access cont o s and c oud enc ypt on mode s n Azu e
- Deve op Secu ty as a Se v ce (SECaaS) ecommendat ons based on o gan zat ona equ ements and ega ob gat ons

Skills Badges and Certifications

The Ce t ficate of C oud Secu ty Know edge can be obta ned by pass ng the 60-quest on exam An exam vouche a ow ng two attempts s nc uded

Prerequisites

None

Capstone Exercise

CCSK Exam (Opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3

2023 COURSE CATALOG

AppDev, Programming, Secure Coding, and DevSecOps

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 200

Securing Web Applications Overview

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons and ntegrate secur ty measures nto the deve opment process Th s overv ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng current rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on of th s course bu ds on the prev ous y earned mechan cs for bu d ng defenses by exp or ng how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use va ous too s and techn ques to dete m ne a web app cat on s ope at ona env onment and dete m ne ts vu ne ab t es
- Detect attack and mp ement defenses fo authent cat on autho zat on funct ona ty and se v ces as we as XSS and nject on attacks
- Assess the sks assoc ated w th XM p ocess ng fi e up oads and se ve -s de nte p ete s and how to best e m nate o m t gate those sks
- dent fy the st engths m tat ons and uses fo too s such as code scanne s dynam c scanne s and web app cat on fi ewa s (WAFs)
- App y techn ques and measu es that can be used to ha den web and app cat on se ve s as we as othe components n you nf ast uctu e

Prerequisites

Expe ence dep oy ng and/o suppo t ng web app cat ons

P o p og amm ng expe ence s h gh y ecommended

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 201

Exploring the OWASP Top Ten

Exp or ng the OWASP op en s a ser es of qu ck hard h tt ng sess ons that set the context for and wa ks through the OWASP vu nerab t es Each sess on prov des a so d set of nformat on for deve opers testers and other stakeho ders about understand ng dent fy ng and m t gat ng a vu nerab ty Th s course prov des an understand ng of the recent y updated OWASP op en w th usefu ns ghts d scuss ons and n many cases demonstrat ons of the app cat on vu nerab t es that are p agu ng the ndustry

2 2-day course

Cha enge eve 2

16 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and desc be the mechan sm by wh ch each of the top ten vu ne ab t es s exp o ted
- Dete m ne the p eva ence of each vu ne ab ty nc ud ng cha acte st cs to focus on du ng des gn and code ev ews to he p detect potent a ssues
- Desc be the type and seve ty of potent a consequences when a successfu exp o t occu s
- D ffe ent ate the app op ate detect on m t gat on o p event on techn ques fo each potent a exp o ted vu ne ab ty
- Assess and out ne the e at ve effect veness of scanne s and othe too s n detect ng Top Ten vu ne ab t es
- Exp o e and exam ne gene c and code-spec fic efe ences that can be used n defens ve effo ts

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 300

Attacking and Securing Java/JEE Web Applications

Attack ng and Secur ng Java/JEE Web App cat ons prov des un que coverage of Java app cat on secur ty Th s course covers penetrat on test ng hunt ng for bugs n Java web app cat ons best pract ces for defens ve y cod ng web app cat ons and the OWASP op en Part c pants w be ab e to recogn ze actua and potent a software vu nerab t es and mp ement defenses for those vu nerab t es Each vu nerab ty s exam ned from a Java/JEE perspect ve by descr b ng the threat and attack mechan sms recogn z ng assoc ated vu nerab t es and des gn ng mp ement ng and test ng effect ve defenses

4-day course

Cha enge eve 4

32 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Detect and avo d common m stakes that a e made n bug hunt ng and vu ne ab ty test ng
- Exp a n concepts and te m no ogy beh nd defens ve secu e cod ng
- Configu e and test web app cat ons w th va ous attack techn ques to dete m ne the ex stence and effect veness of aye ed defenses
- dent fy and mp ement effect ve defenses aga nst vu ne ab t es assoc ated w th unt usted data XSS and nject on attacks
- Fo mu ate and emp oy techn ques and measu es to ha den web and app cat on se ve s

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended

Expe ence w th and wo k ng know edge of Java and JEE

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS SC 301

Secure Web App Development Lifecycle — Java/JEE

Th s course s geared for web deve opers and techn ca stakeho ders who need to produce secure web app cat ons by ntegrat ng secur ty measures nto the deve opment process Th s over v ew exp ores core concepts and cha enges n web app cat on secur ty showcas ng rea wor d examp es that ustrate the potent a consequences of not fo ow ng these best pract ces The fina port on exp ores how des gn and ana ys s can be used to bu d stronger app cat ons from the beg nn ng of the software fecyc e

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy defect/bug epo t ng mechan sms w th n the o gan zat ons
- Define concepts and te m no ogy beh nd defens ve secu e cod ng nc ud ng the phases and goa s of a typ ca exp o t
- Detect attack and mp ement defenses fo vu ne ab t es assoc ated w th authent cat on and autho zat on funct ona ty and se v ces
- Ha den the web and app cat on se ve s as we as othe components n you nf ast uctu e
- Bu d ut ze and app y defens ve opt ons to an asset nvento y fo a softwa e app cat on

Prerequisites

Rea -wo d p og amm ng expe ence s h gh y ecommended but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 200

Intro to Python Programming

ntro to Python Programm ng s a hands on course to he p students earn the fundamenta s of wr t ng and runn ng bas c Python scr pts The course focuses on advanced features such as fi e operat ons regu ar express ons work ng w th b nary data and us ng the extens ve funct ona ty of Python modu es Emphas s s p aced on features un que to Python such as tup es array s ces and output formatt ng The course a so teaches students to automate or s mp fy common tasks w th scr pts for bas c web deve opment projects

3-day course

Cha enge eve 2

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate wo k ng Python sc pts fo ow ng best p act ces
- Configu e Python data types app op ate y
- Read and w te fi es w th both text and b na y data
- Sea ch and ep ace text us ng egu a exp ess ons
- Recogn ze the standa d b a y and ts wo k-sav ng modu es
- C eate ea -wo d p ofess ona Python app cat ons
- Recogn ze when to use co ect ons such as sts d ct ona es and sets
- Dete m ne Python c featu es such as comp ehens ons and te ato s
- W te obust code us ng except on hand ng

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Students shou d have a wo k ng use - eve know edge of Un x/ nux Mac o W ndows

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$1900
ea n ng C ed ts	2

APPDEV, PROGRAMMING, SECURE CODING, AND DEVSECOPS PY 301

Python for the Cloud – Azure

Python for the C oud w th Azure s a pract ca hands on course that eads the student from the bas cs of wr t ng and runn ng Python scr pts to the more advanced sk s requ red to wr te so d Python code to dep oy to product on Th s comprehens ve pract ca course prov des an n depth exp orat on of work ng w th the programm ng anguage and s not an academ c overv ew of syntax and grammar

5 5-day course

Cha enge eve 4

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Pe fo m nt oducto y eve Python fo ana yt cs w th NumPy and Pandas
- dent fy data movement e o s expectat ons and code opt m zat on
- Desc be how to pack and sh p code nto se v ces and c oud o conta ne o VM
- Effect ve y use the Azu e AP to nte act w th Azu e n Python

Prerequisites

Bas c fam a ty w th any p og amm ng o sc pt ng anguage

Wo k ng know edge of Un x/ nux Mac o W ndows

Comfo tab e us ng a command ne nte face

Capstone Exercise

eve age the sk s f om th oughout the cou se to c eate de ve and p esent (opt ona) a comp ete tested so ut on

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Data Science and Analytics



DATA SCIENCE AND ANALYTICS DS 100

Data Science Overview

Data Sc ence Overv ew s an ntroductory eve course that covers the concepts and techno og es nvo ved n B g Data data sc ence pred ct ve ana yt cs art fic a nte gence data m n ng and data warehous ng The course exp ores the current state of data sc ence major components of a modern data sc ence nfrastructure team ro es and respons b t es and poss b e outcomes for nvest ng n data sc ence

1-day course

Cha enge eve 1

8 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy the e ements of the Hadoop Ecosystem HDFS Resou ce Nav gato s MapReduce Spa k D st but ons
- Define data sc ence types and te ms and exp a n ET (Exchange T ansfo m oad)
- Summa ze data hand ng nc ud ng the common too s used
- dent fy the anguages b a es and f amewo ks used n the Hadoop Ecosystem nc ud ng R Python Java Sca a P g and BPMN
- App y a t fic a nte gence p nc p es n bus ness systems
- D ffe ent ate between the evo v ng o es and funct ons n data sc ence

Prerequisites

Attendees shou d have p o exposu e to ente p se nfo mat on techno ogy and be fam a w th e at ona databases

Pricing

USD	$950
ea n ng C ed ts	1



DATA SCIENCE AND ANALYTICS DS 200

R Programming for Data Science and Analytics

R Programm ng for Data Sc ence and Ana yt cs exam nes components of a stat st ca programm ng env ronment and enab es students to descr be gener c programm ng anguage concepts as they are mp emented n R The course focuses on the bas cs of stat st ca comput ng wh ch nc udes programm ng n R read ng data nto R access ng R packages wr t ng R funct ons and v sua z ng data w th R

3 3-day course

Cha enge eve 3

24 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- dent fy and define R p og amm ng va ab es types oops sca a s vecto s and mat ces
- Pe fo m st ng and text man pu at on n R
- dent fy and emp oy R sts and funct ons
- Use R data f ames and fi e /O
- Read data f om fi es and pe fo m data p epa at on
- Pe fo m data v sua zat on us ng a ange of p ott ng funct ons
- Use Dp y fo data exp o at on
- C eate stat st ca mode s w th R
- Use nea and og st c eg ess ons

Prerequisites

Students shou d have nte med ate- eve expe ence n the fie d and p o expe ence wo k ng w th p og amm ng anguages

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3



DATA SCIENCE AND ANALYTICS DS 300

Python for Data Science

Python for Data Sc ence s an ntermed ate course that covers the essent a s of us ng Python to perform exp oratory data ana ys s comp ex v sua zat ons and arge sca e d str buted process ng on B g Data n th s course students use essent a mathemat ca and stat st cs brar es such as NumPy Pandas Sc Py Sc k t Learn ensorF ow as we as v sua zat on too s ke Matp ot b P L and Seaborn

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- W te and un Python code n a data sc ence context
- C eate and p ocess mages w th P
- App y and v sua ze w th Seabo n
- dent fy Key featu es of Sc Py and Sc k t- ea n
- nte act w th Spa k us ng DataF ames
- Pe fo m B g Data ana yt cs w th Spa kSQ M b and St eam ng

Prerequisites

Students must have a backg ound n bas c Python deve opment sk s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 750
ea n ng C ed ts	5

2023 COURSE CATALOG

Amazon Web Services (AWS)

AMAZON WEB SERVICES (AWS) AWS 100

AWS Cloud Practitioner Essentials

Th s fu day course s ntended for nd v dua s who seek an overa understand ng of the AWS C oud ndependent of spec fic techn ca ro es t prov des a deta ed overv ew of c oud concepts AWS serv ces secur ty arch tecture pr c ng and support t nc udes ab exerc ses re nforc ng some of the core concepts of the ecture

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- D ffe ent ate between c oud comput ng and dep oyment mode s
- Desc be the AWS C oud va ue p opos t on
- Desc be the bas c g oba nf ast uctu e of the c oud
- Compa e the d ffe ent methods of nte act ng w th AWS
- Desc be and d ffe ent ate between AWS se v ce doma ns
- Desc be bas c AWS C oud a ch tectu a p nc p es
- Desc be secu ty se v ces w th the AWS c oud

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied C oud P act t one exam



Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 101

AWS Technical Essentials

n th s course students w earn about AWS products serv ces and common so ut ons Students w earn the fundamenta s of dent fy ng AWS serv ces so that they can make nformed dec s ons about so ut ons based on bus ness requ rements

1-day course

Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate an Amazon Mach ne mage (AM) f om a unn ng nstance
- C eate a oad ba ance
- C eate a aunch configu at on and an Auto Sca ng g oup
- Automat ca y sca e new nstances w th n a p vate subnet
- C eate Amazon C oudWatch a a ms and mon to pe fo mance of you nf ast uctu e

Prerequisites

Gene a T techn ca know edge

Pricing

USD	$675
ea n ng C ed ts	0 75

AMAZON WEB SERVICES (AWS) AWS 300

Security Engineering on AWS

Th s course demonstrates how to effic ent y use AWS secur ty serv ces to stay secure n the AWS C oud The course focuses on the secur ty pract ces that AWS recommends for enhanc ng the secur ty of your data and systems n the c oud The course h gh ghts the secur ty features of AWS key serv ces nc ud ng compute storage network ng and database serv ces You w a so earn how to everage AWS serv ces and too s for automat on cont nuous mon tor ng and ogg ng and respond ng to secur ty nc dents

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ass m ate and eve age the AWS sha ed secu ty espons b ty mode
- A ch tect and bu d AWS app cat on nf ast uctu es that a e p otected aga nst the most common secu ty th eats
- P otect data at est and n t ans t w th enc ypt on
- App y secu ty checks and ana yses n an automated and ep oduc b e manne

Prerequisites

Wo k ng know edge of T nf ast uctu e secu ty and c oud comput ng concepts

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Secu ty – Spec a ty exam



AMAZON WEB SERVICES (AWS) AWS 301

Architecting on AWS

Th s course covers the fundamenta s of bu d ng nfrastructure on the AWS p atform Students earn how to opt m ze the AWS C oud by understand ng how AWS serv ces fit nto c oud based so ut ons n add t on students exp ore AWS C oud best pract ces and des gn patterns for arch tect ng opt ma so ut ons on AWS and bu d a var ety of nfrastructures n gu ded hands on act v t es The course a so covers how to create fledg ng arch tectures and bu d them nto robust and adapt ve so ut ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Make a ch tectu a dec s ons based on AWS a ch tectu a p nc p es and best p act ces
- eve age AWS se v ces to make you nf ast uctu e sca ab e e ab e and h gh y ava ab e
- eve age AWS Managed Se v ces to enab e g eate flex b ty and es ency n an nf ast uctu e
- Make an AWS-based nf ast uctu e mo e effic ent to nc ease pe fo mance and educe costs
- Use the We A ch tected F amewo k to mp ove a ch tectu es w th AWS so ut ons

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – Assoc ate exam

Prerequisites

AWS C oud P act t one
Essent a s

Pricing

USD	$2 025
ea n ng C ed ts	2

AMAZON WEB SERVICES (AWS) AWS 302

System Operations on AWS

Th s course teaches systems operators and anyone perform ng system operat ons funct ons how to nsta configure automate mon tor secure ma nta n and troub eshoot the serv ces networks and systems on AWS necessary to support bus ness app cat ons The course a so covers spec fic AWS features too s and best pract ces re ated to these funct ons

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Automate esou ce dep oyment us ng AWS se v ces such as AWS C oudFo mat on and AWS Se v ce Cata og
- Use AWS se v ces to manage AWS esou ces th ough SysOps fecyc e p ocesses such as dep oyments and patches
- Use Amazon C oudWatch and assoc ated featu es such as a a ms dashboa ds and w dgets to mon to you c oud env onment
- Manage pe m ss ons and t ack act v ty n you c oud env onment us ng AWS se v ces such as AWS C oudT a and AWS Config

Prerequisites

AWS Techn ca Essent a s

P ofic ency n manag ng systems at the command ne

Bas c know edge of netwo k ng p otoco s

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied SysOps Adm n st at on – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 303

Developing on AWS

n th s course students earn how to use the AWS SDK to deve op secure and sca ab e c oud app cat ons Students w exp ore how to nteract w th AWS us ng code and a so earn about key concepts best pract ces and troub eshoot ng t ps

3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Set up the AWS SDK and deve ope c edent a s fo Java C#/ NET Python and JavaSc pt
- nte act w th AWS se v ces and deve op so ut ons by us ng the AWS SDK
- Use AWS dent ty and Access Management (AM) fo se v ce authent cat on
- Use conta ne s n the deve opment p ocess
- eve age the C /CD p pe ne to dep oy app cat ons on AWS

Prerequisites

Expe t se n at east one h gh-eve p og amm ng anguage

Wo k ng know edge of co e AWS se v ces

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied Deve ope – Assoc ate exam



AMAZON WEB SERVICES (AWS) AWS 304

DevOps Engineering on AWS

DevOps Eng neer ng on AWS teaches students how to use the comb nat on of too s pract ces and cu tura ph osophy of DevOps to mprove an organ zat on s ab ty to deve op de ver and ma nta n app cat ons and serv ces at h gh ve oc ty on AWS Th s course focuses on Cont nuous ntegrat on (C) Cont nuous De very (CD) m croserv ces nfrastructure as code mon tor ng and ogg ng and add t ona core pr nc p es of DevOps

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use AWS C oudFo mat on and AWS OpsWo ks to dep oy the nf ast uctu e necessa y to c eate deve opment test and p oduct on env onments fo a softwa e deve opment p oject
- Use AWS CodeComm t AWS CodeBu d AWS CodeP pe ne and AWS CodeSta
- mp ement seve a common cont nuous dep oyment (CD) use cases us ng AWS techno og es
- D st ngu sh between the a ay of app cat on dep oyment techno og es ava ab e on AWS nc ud ng AWS CodeDep oy AWS OpsWo ks AWS E ast c Beansta k Amazon E ast c Conta ne Se v ce (Amazon ECS) and Amazon E ast c Conta ne Reg st y (Amazon ECR)
- eve age automated test ng n d ffe ent stages of a C /CD p pe ne

Prerequisites

Systems Ope at ons on AWS
o Deve op ng on AWS

Expe ence adm n ste ng nux o W ndows systems at the command- ne eve

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 400

Advanced Architecting on AWS

Bu d ng on concepts ntroduced n Arch tect ng on AWS Advanced Arch tect ng on AWS s ntended for nd v dua s who are exper enced w th des gn ng sca ab e and e ast c app cat ons on the AWS p atform Th s course covers how to bu d comp ex so ut ons wh ch ncorporate data serv ces governance and secur ty on AWS and ntroduces spec a zed AWS serv ces nc ud ng AWS D rect Connect and AWS Storage Gateway to support ybr d arch tecture

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Connect on-p em ses data cente to AWS c oud
- Move a ge data f om on-p em ses data cente to AWS
- Unde stand d ffe ent a ch tectu a des gns fo sca ng
- P otect you nf ast uctu e f om DDoS attack
- Secu e you data on AWS w th enc ypt on
- Des gn p otect on of data-at- est as we as data- n-fl ght

Prerequisites

A ch tect ng on AWS

Ach eved AWS Ce t fied So ut on A ch tect – Assoc ate

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied So ut ons A ch tect – P ofess ona exam



AMAZON WEB SERVICES (AWS) AWS 403

Advanced Developing on AWS

Th s three day course covers advanced deve opment top cs such as arch tect ng for a c oud nat ve env ronment and deconstruct ng on prem ses egacy app cat ons and repackag ng them nto c oud based c oud nat ve arch tectures t a so covers how to app y the tenets of the we ve Factor App cat on methodo ogy

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Ana yze a mono th c app cat on a ch tectu e to dete m ne og ca o p og ammat c b eak po nts whe e the app cat on can be b oken up ac oss d ffe ent AWS se v ces
- App y Twe ve-Facto App cat on man festo concepts and steps wh e m g at ng f om a mono th c a ch tectu e
- Recommend the app op ate AWS se v ces to deve op a m c ose v ces-based c oud-nat ve app cat on
- Use the AWS AP C and SDKs to mon to and manage AWS se v ces

Prerequisites

Deve op ng on AWS p us 6 months of ea -wo d expe ence w th the concepts cove ed

Pricing

USD	$2 025
ea n ng C ed ts	2

Skills Badges and Certifications

Th s cou se he ps students p epa e fo the AWS Ce t fied DevOps Eng nee – P ofess ona exam





2023 COURSE CATALOG

Cisco

CISCO CBROPS

Understanding Cisco Cybersecurity Operations Fundamentals (CBROPS)

Understand ng Cybersecur ty Operat ons Fundamenta s (CBROPS) teaches the fundamenta s of network nfrastructure dev ces operat ons and vu nerab t es of ransm ss on Contro Protoco / nternet Protoco (CP/ P) Students w earn bas c secur ty concepts common network app cat on operat ons and attacks W ndows and L nux operat ng systems and the types of data used to nvest gate secur ty nc dents Fo ow ng th s course students can perform the job ro e of an assoc ate eve cybersecur ty ana yst n a secur ty operat ons center Th s course prepares students for the C sco Cert fied CyberOps Assoc ate cert fcat on

5-day course

Cha enge eve 2

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n how a SOC operates and descr be the d fferent types of serv ces that are performed from a T er-1 SOC ana yst s perspect ve
- xp a n Network Sec r ty Mon tor ng (NSM) too s that are ava ab e to the network sec r ty ana yst
- Descr be sec r ty flaws n the TCP/ P protoco and how they can be sed to attack networks and hosts
- Understand common endpo nt sec r ty techno og es
- Understand the k cha n and the d amond mode s for nc dent nvest gat ons and the se of exp o t k ts by threat actors
- dent fy reso rces for h nt ng cyberthreats
- xp a n the se of a workflow management system and a tomat on to mprove the effect veness of the SOC
- Descr be a typ ca nc dent response p an and the f nct ons of a typ ca CS RT
- xp a n the se of V R S to doc ment sec r ty nc dents n a standard format

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons C sco Cert fied CyberOps Assoc ate

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) cou se o equ va ent

Fam a ty w th Ethe net and TCP/ P and secu ty concepts

Know edge of the W ndows and nux

Capstone Exercise

C sco Ce t fied Cybe Ops Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC UCS

Introducing Cisco Unified Computing System (DCIUCS)

The ntroduc ng C sco Un fied Comput ng System (DC UCS) v1 0 s an ntroductory course that shows students how to dep oy secure operate and ma nta n the C sco Un fied Comput ng system (C sco UCS®) B Ser es b ade servers C sco UCS C Ser es and S Ser es rack servers and C sco yperF ex™ product fam y for use n data centers Students w ga n hands on pract ce on bas c C sco UCS server configurat on perform ng backup and restore act v t es and more

2-day course

Cha enge eve 2

12 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco UCS server hardware and connect v ty
- Descr be the C sco yper ex Data P atform ts data wr t ng and read ng processes and data opt m zat on
- Descr be and config re C sco UCS serv ce profi es and profi e temp ates
- Descr be and mp ement nternet Sma Comp ter Systems nterface (SCS) on C sco UCS
- Descr be and mp ement C sco UCS firmware pdates and back ps

Prerequisites

Gene a know edge of se ve s out ng and sw tch ng sto age a ea netwo k ng and se ve v tua zat on

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 850
ea n ng C ed ts	3

CISCO C COR

Implementing and Operating Cisco Collaboration Core Technologies (CLCOR)

mp ement ng C sco Co aborat on Core echno og es (CLCOR) v1 0 he ps students prepare for the C sco® CCNP® Co aborat on and CC E® Co aborat on cert ficat ons and advanced eve ro es focused on the mp ementat on and operat on of C sco co aborat on so ut ons Students w ga n the know edge and sk s needed to mp ement and dep oy core co aborat on and network ng techno og es nc ud ng nfrastructure and des gn protoco s codecs and endpo nts C sco nternetwork Operat ng System (OS®) XE gateway and med a resources ca contro Qua ty of Serv ce (QoS) and add t ona C sco co aborat on app cat ons

5 5-day course

Cha enge eve 2

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the C sco Co aborat on so t ons arch tect re
- Compare the P Phone s gna ng protoco s of Sess on n t at on Protoco (S P) 323 Med a Gateway Contro Protoco (MGCP) and Sk nny C ent Contro Protoco (SCCP)
- ntegrate and tro b eshoot C sco Un fied Comm n cat ons Manager w th DAP for ser synchron zat on and ser a thent cat on
- mp ement C sco Un fied Comm n cat ons Manager prov s on ng feat res and ca ng pr v eges
- mp ement and tro b eshoot med a reso rces n C sco Un fied Comm n cat ons Manager
- Ana yze traffic patterns and q a ty ss es n converged P networks s pport ng vo ce v deo and data traffic
- Define QoS and ts mode s
- Config re c ass ficat on and mark ng opt ons on C sco Cata yst® sw tches

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert ficat ons

CCNP Co aborat on

CC Co aborat on

C sco Cert fied Spec a st - Co aborat on Core





Prerequisites

Know edge of bas c te ms of compute netwo k ng

Bas cs of d g ta nte faces PSTNs and Vo P

Know edge of conve ged vo ce and data netwo ks and C sco Un fied Commun cat ons Manage

Capstone Exercise

mp ement ng C sco Co abo at on Co e Techno og es (350-801 C COR) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC

Implementing Cisco Application Centric Infrastructure (DCACI)

mp ement ng C sco App cat on Centr c nfrastructure (DCAC) v1 0 shows students how to dep oy and manage the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course g ves students the know edge and sk s to configure and manage C sco Nexus 9000 Ser es Sw tches n AC mode connect the C sco AC fabr c to externa networks and serv ces and to support V rtua Mach ne Manager (VMM) ntegrat on Students w exerc se key capab t es such as fabr c d scovery po c es connect v ty and VMM ntegrat on

5 5-day course

Cha enge eve 2

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco AC abr c nfrastr ct re and bas c C sco AC concepts
- Descr be C sco AC po cy mode og ca constr cts
- Descr be C sco AC bas c packet forward ng
- Descr be externa network connect v ty
- Descr be VMM ntegrat on
- Descr be ayer 4 to ayer 7 ntegrat ons
- xp a n C sco AC management feat res

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st – Data Center AC mp ementat on



Prerequisites

Unde stand ng of netwo k ng p otoco s out ng and sw tch ng

Fam a ty w th ethe net sw tch ng p oducts

Unde stand ng of data cente a ch tectu e

Fam a ty w th v tua zat on

Capstone Exercise

mp ement ng C sco App cat on Cent c nf ast uctu e (300-620 DCAC) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DCAC A

Implementing Cisco Application Centric Infrastructure—Advanced

mp ement ng C sco App cat on Centr c nfrastructure Advanced (DCAC A) v1 0 shows students how to ntegrate the capab t es of the C sco® Nexus® 9000 Ser es Sw tches n C sco App cat on Centr c nfrastructure (C sco AC ®) mode The course covers how to use C sco AC as a po cy dr ven so ut on that ntegrates software and hardware and how to mp ement C sco AC Mu t Pod and Mu t S te dep oyments Students w mp ement advanced AC capab t es such as Rogue Endpo nt Feature rans t Rout ng VRF Route Leak ng Contracts and Zon ng Ru es and C sco AC ® Mu t S te Orchestrator

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- xp a n C sco AC advanced fabr c packet forward ng
- xp a n advanced AC po cy and tenant config rat on
- Descr be C sco AC M t -Pod dep oyment
- xp a n the deta s and cons derat on of mp ement ng and ntegrat ng the trad t ona network w th C sco AC
- Descr be C sco AC Serv ce Graph Po cy-Based Red rect (PBR)
- Descr be C sco AC M t -S te dep oyment

Prerequisites

Bas c unde stand ng of C sco AC

Unde stand ng of C sco data cente a ch tectu e

Fam a ty w th v tua zat on fundamenta s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO CCNA

Implementing and Administering Cisco Solutions (CCNA)

Through a comb nat on of ecture and hands on abs mp ement ng and Adm n ster ng C sco So ut ons (CCNA) v1 0 teaches students how to nsta operate configure and ver fy bas c Pv4 and Pv6 networks The course covers configur ng network components such as sw tches routers and w re ess LAN contro ers manag ng network dev ces and dent fy ng bas c secur ty threats The course a so prov des a foundat on n network programmab ty automat on and software defined network ng Th s course he ps students prepare to take the 200 301 C sco Cert fied Network Assoc ate (CCNA) exam

5-day course

Cha enge eve 3

30 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the TCP/ P nternet ayer Pv4 ts address ng scheme and s bnett ng
- nsta a sw tch and perform the n t a config rat on
- dent fy and reso ve common sw tched network ss es and common prob ems assoc ated w th Pv4 address ng
- Descr be the app cat on and config rat on of nter-V AN ro t ng
- xp a n the bas cs of dynam c ro t ng protoco s and descr be components and terms of Open Shortest Path rst (OSP)
- xp a n how Spann ng Tree Protoco (STP) and Rap d Spann ng Tree Protoco (RSTP) work
- Config re nternet access s ng Dynam c ost Config rat on Protoco (D CP) c ents and exp a n and config re network address trans at on (NAT) on C sco ro ters
- Descr be the concepts of w re ess networks wh ch types of w re ess networks can be b t and how to se W re ess AN Contro ers (W Cs)
- Descr be network and dev ce arch tect res and ntrod ce v rt a zat on

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fication
Cert fied Network Assoc ate (CCNA)



Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Know edge of TCP/ P netwo k ng s ecommended

Capstone Exercise

CCNA exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO ENCOR

Implementing and Operating Cisco Enterprise Network Core Technologies (ENCOR)

The mp ement ng and Operat ng C sco Enterpr se Network Core echno og es (ENCOR) v1 0 course g ves students the know edge and sk s needed to configure troub eshoot and manage enterpr se w red and w re ess networks Students w a so earn to mp ement secur ty pr nc p es w th n an enterpr se network and how to over ay network des gn by us ng so ut ons such as SD Access and SD WAN

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- strate the h erarch ca network des gn mode and arch tect re s ng the access d str b t on and core ayers
- Compare and contrast the var o s hardware and software sw tch ng mechan sms and operat on
- mp ement ng nternet connect v ty w th n enterpr se s ng stat c and dynam c Network Address Trans at on (NAT)
- Descr be how APs comm n cate w th W Cs to obta n software config rat ons and centra zed management
- Config re and ver fy xtens b e A thent cat on Protoco (AP) WebA th and Pre-shared Key (PSK) w re ess c ent a thent cat on on a W C
- xp a n the se of ava ab e network ana ys s and tro b eshoot ng too s
- Config re sec re adm n strat ve access for C sco OS dev ces
- xp a n the p rpose f nct on feat res and workflow of C sco DNA Center™ Ass rance for ntent-Based Network ng for network v s b ty proact ve mon tor ng and app cat on exper ence
- Define the components and feat res of C sco SD-WAN so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP® nterpr se

CC ® nterpr se nfrastr ct re

CC nterpr se W re ess

C sco Cert fied Spec a st – nterpr se Core

Prerequisites

Bas c unde stand ng of ente p se out ng and w e ess connect v ty Python sc pt on and ente p se AN netwo k mp ementat on

Capstone Exercise

Th s cou se he ps students p epa e fo the 350-401 mp ement ng C sco® Ente p se Netwo k Co e Techno og es (ENCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Operating Cisco Security Core Technologies (SCOR)

n th s course students w master the sk s and techno og es needed to mp ement core C sco secur ty so ut ons to prov de advanced threat protect on Students w earn secur ty for networks c oud and content endpo nt protect on secure network access v s b ty and enforcement Students w get extens ve hands on exper ence dep oy ng C sco F repower Next Generat on F rewa and C sco ASA F rewa Students w get ntroductory pract ce on C sco Stea thwatch Enterpr se and C sco Stea thwatch C oud

5 5-day course

Cha enge eve 3

64 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- mp ement access contro on the C sco ASA app ance and C sco repower Next-Generat on rewa
- Descr be and mp ement bas c ema content sec r ty feat res and f nct ons prov ded by the C sco ma Sec r ty App ance
- Descr be C sco Umbre a sec r ty capab t es dep oyment mode s po cy management and nvest gate conso e
- Descr be C sco sec re s te-to-s te connect v ty so t ons and exp a n how to dep oy C sco OS VT -based po nt-to-po nt Psec VPNs and po nt-to-po nt Psec VPN on the C sco ASA and C sco repower NG W
- Descr be and dep oy C sco sec re remote access connect v ty so t ons and descr be how to config re802 1X and AP a thent cat on
- xam ne var o s defenses on C sco dev ces that protect the contro and management p ane
- Config re and ver fy C sco OS Software ayer 2 and ayer 3 Data P ane Contro s
- Descr be C sco Stea thwatch nterpr se and Stea thwatch C o d so t ons

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Sec r ty

CC Sec r ty

C sco Cert fied Spec a st - Sec r ty Core

Prerequisites

mp ement ng and Adm n ste ng C sco So ut ons (CCNA) o equ va ent

Fam a ty w th Ethe net TCP/ P netwo k secu ty W ndows OS and C sco OS

Capstone Exercise

Th s cou se p epa es students fo the mp ement ng and Ope at ng C sco Secu ty Co e Techno og es (350-701 SCOR) exam

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SCOR

Implementing and Configuring Cisco Identity Services Engine (SISE)

Th s course shows students how to dep oy and use C sco® dent ty Serv ces Eng ne (SE) v2 4 Th s hands on course prov des students w th the know edge and sk s to mp ement and use C sco SE nc ud ng po cy enforcement profi ng serv ces web authent cat on and guest access serv ces BYOD endpo nt comp ance serv ces and ACACS dev ce adm n strat on Students w earn how to use C sco SE to ga n v s b ty nto what s happen ng n the network stream ne secur ty po cy management and contr bute to operat ona effic ency

5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be C sco S dep oyments nc d ng core dep oyment components and how they nteract to create a cohes ve sec r ty arch tect re
- Descr be concepts and config re components re ated to 802 1X and MAC A thent cat on Bypass (MAB) a thent cat on dent ty management and cert ficate serv ces
- Descr be how C sco S po cy sets are sed to mp ement a thent cat on and a thor zat on
- Descr be and config re C sco S profi ng serv ces and nderstand how to mon tor these serv ces to enhance yo r s t at ona awareness abo t network-connected endpo nts Descr be best pract ces for dep oy ng th s profi er serv ce n yo r spec fic env ronment
- Descr be endpo nt comp ance comp ance components post re agents post re dep oyment and cens ng and the post re serv ce n C sco S
- Descr be and config re TACACS+ dev ce adm n strat on s ng C sco S
- M grate TACACS+ f nct ona ty from C sco Sec re Access Contro System (ACS) to C sco S

Prerequisites

Fam a ty w th the C sco OS® Softwa e command-ne nte face (C) C sco AnyConnect® Secu e Mob ty C ent M c osoft W ndows OS and 802 1X

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO SSNGFW

Securing Networks with Cisco Firepower Next-Generation Firewall (SSNGFW)

Th s course ntroduces the features of C sco F repower Threat Defense nc ud ng VPN configurat on traffic contro NA configurat on SSL decrypt on and advanced NGFW and NG PS tun ng and configurat on Students w earn how to use and configure C sco F repower Threat Defense techno ogy beg nn ng w th n t a dev ce setup and configurat on The course w then exp ore how to mp ement advanced Next Generat on F rewa (NGFW) and Next Generat on ntrus on Prevent on System (NG PS) features Students w a so earn how to configure s te to s te VPN remote access VPN and SSL decrypt on

5 5-day course

Cha enge eve 3

40 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be key concepts of NG PS and NG W techno ogy and the C sco repower Threat Defense system and dent fy dep oyment scenar os
- Perform n t a repower Threat Defense dev ce config rat on and set p tasks
- Descr be how to manage traffic and mp ement Q a ty of Serv ce (QoS) s ng C sco repower Threat Defense
- Perform an n t a network d scovery s ng C sco repower to dent fy hosts app cat ons and serv ces
- Descr be the behav or sage and mp ementat on proced re for access contro po c es
- Descr be C sco AMP for Networks and the proced res for mp ement ng fi e contro and Advanced Ma ware Protect on
- mp ement and manage ntr s on po c es
- Descr be and config re a remote-access SS VPN that ses C sco AnyConnect
- Descr be SS decrypt on capab t es and sage

Prerequisites

Techn ca unde stand ng of TCP/ P netwo k ng and netwo k a ch tectu e

Bas c fam a ty w th fi ewa VPN and PS concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DEVASC

Developing Applications and Automating Workflows Using Cisco Core Platforms (DEVASC)

The Deve op ng App cat ons and Automat ng Workflows Us ng C sco P atforms (DEVASC) v1 0 course he ps students prepare for the C sco® DevNet Assoc ate cert fcat on and for assoc ate eve network automat on eng neer ro es Students w earn how to mp ement bas c network app cat ons us ng C sco p atforms as a base and how to mp ement automat on workflows across network secur ty co aborat on and comput ng nfrastructure The course g ves students hands on exper ence so v ng rea wor d prob ems us ng C sco App cat on Programm ng nterfaces (AP s) and modern deve opment too s

5 5-day course

Cha enge eve 4

48 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- Descr be the mportance of AP s and se of vers on contro too s n modern software deve opment
- Descr be TTP concepts and how they app y to network-based AP s
- App y Representat ona State Transfer (R ST) concepts to ntegrat on w th TTP-based AP s
- Descr be programmab ty feat res of d fferent C sco p atforms
- Descr be bas c network ng concepts and nterpret s mp e network topo ogy
- Descr be nteract on of app cat ons w th the network and too s sed for tro b eshoot ng ss es
- App y concepts of mode -dr ven programmab ty to a tomate common tasks w th Python scr pts
- dent fy common app cat on dep oyment mode s and components n the deve opment p pe ne
- Descr be common sec r ty concerns and types of tests and t ze conta ner zat on for oca deve opment
- Ut ze too s to a tomate nfrastr ct re thro gh scr pt ng and mode - dr ven programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

C sco DevNet Assoc ate

Prerequisites

Bas c compute te acy

Bas c PC ope at ng system nav gat on sk s

Hands-on expe ence w th a p og amm ng anguage (spec fica y Python)

Capstone Exercise

DevNet Assoc ate exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

CISCO DC T

Troubleshooting Cisco Data Center Infrastructure (DCIT)

The roub eshoot ng C sco Data Center nfrastructure (DC) v7 0 course shows students how to troub eshoot LAN SAN C sco Data Center Un fied Fabr c C sco Un fied Comput ng System (UCS) and C sco App cat on Centr c nfrastructure (AC) Students w earn methodo og es and too s to dent fy ssues that may occur n data center network arch tecture Students w get extens ve hands on pract ce troub eshoot ng nsta at on configurat on and nterconnect v ty ssues on C sco MDS sw tches C sco Nexus sw tches C sco Fabr c Extenders (FEXs) C sco UCS C sco AC and more

5 5-day course

4 Cha enge eve 4

50 CPE/CEU cred ts

Key Outcomes

S ccessf comp et on of th s co rse w enab e st dents to

- dent fy and reso ve ss es that are re ated to V ANs and PV ANs
- port channe s and v rt a port channe s OTV and VX AN
- Tro b eshoot ro t ng protoco s s ch as OSP GRP and P M
- dent fy and reso ve bre Channe sw tch ng ss es when the C sco NX-OS Software s sed n sw tched mode and n NPV mode
- dent fy and reso ve ss es that are re ated to P and Co
- Descr be C sco UCS config rat on and tro b eshoot re ated ss es
- Descr be C sco MC too s for va dat ng performance and fac tat ng data-gather ng act v t es for C sco UCSC-Ser es server tro b eshoot ng and the tro b eshoot ng approach for hardware and firmware fa res
- Define the proper proced res for config r ng AN and SAN connect v ty avo d ng ss es w th the V C and tro b eshoot ng connect v ty ss es
- Tro b eshoot C sco UCS C-Ser es server ntegrat on w th C sco UCS Manager
- Descr be how to tro b eshoot a tomat on scr pt ng too s and programmab ty

Skills Badges and Certifications

Th s co rse he ps prepare st dents for the fo ow ng cert fcat ons

CCNP Data Center

C sco Cert fied Spec a st - Data Center Operat ons



Prerequisites

Ab ty to configu e secu e and ma nta n AN and SAN-based on C sco Nexus and MDS sw tches C sco Un fied Comput ng System and C sco AC

Capstone Exercise

Th s cou se p epa es students fo the T oub eshoot ng C sco Data Cente nf ast uctu e (300-615 DC T) exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

CompTIA

COMPTIA T A 201

CompTIA Security+

The Offic a Comp A Secur ty Student Gu de (SY0 601) has been deve oped for the Comp A® cert ficat on cand date Th s course prov des the know edge and sk s requ red to assess the secur ty posture of an enterpr se env ronment and recommend and mp ement appropr ate secur ty so ut ons mon tor and secure hybr d env ronments operate w th an awareness of app cab e aws and po c es and dent fy and respond to secur ty nc dents

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Compa e secu ty o es and cont o s
- Exp a n va ous th eat acto s vecto s and nte gence sou ces
- Compa e and cont ast types of soc a eng nee ng and ma wa e techn ques
- mp ement authent cat on and autho zat on so ut ons dent ty and account management cont o s secu e netwo k des gns and netwo k secu ty app ances
- D ffe ent ate sk management concepts
- Dete m ne the mpo tance of cybe secu ty es ence and phys ca secu ty cont o s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A Secu ty+



Prerequisites

Bas c W ndows use sk s and an unde stand ng of compute and netwo k ng concepts

Expe ence n netwo k ng nc ud ng configu ng secu ty pa amete s

Capstone Exercise

CompT A Secu ty+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$2 850
ea n ng C ed ts	3

COMPTIA T A 300

CompTIA Advanced Security Practitioner (CASP+)

Comp A® Advanced Secur ty Pract t oner (CASP) a ows app cat on of cr t ca th nk ng and judgment across a broad spectrum of secur ty d sc p nes t proposes and mp ements susta nab e secur ty so ut ons that map to organ zat ona strateg es and trans ate bus ness needs nto secur ty requ rements t supports governance r sk management secur ty arch tecture nc dent response and more Th s course prov des the nformat on and act v t es to deve op that needed sk set to confident y perform as an advanced secur ty pract t oner

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Suppo t T gove nance n the ente p se w th an emphas s on manag ng sk
- Secu e the ente p se th ough esea ch and ana ys s
- nteg ate advanced authent cat on and autho zat on techn ques
- mp ement secu ty cont o s fo hosts and mob e dev ce as we as the netwo k secu ty
- Exam ne secu ty n the systems and softwa e deve opment fecyc e
- nteg ate hosts sto age netwo ks app cat ons v tua env onments and c oud techno og es n a secu e ente p se a ch tectu e

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CASP+

Prerequisites

Foundat ona know edge of dent ty and access management (AM) c yptog aphy compute netwo k ng and common secu ty techno og es used to safegua d the ente p se

Capstone Exercise

CompT A CASP+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4

COMPTIA T A 301

CompTIA Cyber Security Analyst (CySA+)

Comp A Cyber Secur ty Ana yst (CySA) covers the dut es of cybersecur ty ana ysts who are respons b e for mon tor ng and detect ng secur ty nc dents and for execut ng a proper response to such nc dents The course ntroduces too s and tact cs to manage cybersecur ty r sks dent fy var ous types of common threats eva uate the organ zat on s secur ty co ect and ana yze cybersecur ty nte gence and hand e nc dents as they occur U t mate y the course promotes a comprehens ve approach to secur ty a med toward those on the front nes of defense

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Assess nfo mat on secu ty sk n comput ng and netwo k env onments
- Exam ne econna ssance th eats to comput ng and netwo k env onments
- nvest gate attacks and ana yze post-attack on comput ng and netwo k env onments
- mp ement a vu ne ab ty management p og am
- Assess data co ected f om secu ty and event ogs and pe fo m act ve ana ys s on assets and netwo ks and espond and nvest gate cybe secu ty nc dents

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the fo ow ng ce t ficat ons CompT A CySA+

Prerequisites

T backg ound

A bas c unde stand ng of TCP/ P netwo k ng

Bas c expe ence w th a p otoco ana yze

Capstone Exercise

CompT A CySA+ exam (opt ona) Exam vouche nc uded

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

EC-Council

EC-COUNCIL ECC 200

EC-Council Certified Network Defender (CND)

Cert fied Network Defender (CND) s des gned to he p profess ona s p ay an act ve ro e n protect ng d g ta bus ness assets Th s course equ ps students to detect and respond to cyberthreats wh e everag ng threat nte gence to pred ct them Th s course s des gned to he p organ zat ons create and dep oy comprehens ve network defense systems The program prepares network adm n strators to dent fy what areas need to be rev ewed and tested for secur ty vu nerab t es and how to reduce prevent and m t gate r sks n the network

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Recogn ze netwo k secu ty management po c es and p ocedu es
- App y data secu ty techn ques
- Dep oy sk assessment too s
- Recogn ze the nd cato s of comp om se attack and exposu es (oC oA oE)
- Estab sh netwo k authent cat on autho zat on and account ng (AAA)

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CND ce t ficat on exam

Prerequisites

Bas c netwo k and host ope at ons know edge

Expe ence commensu ate w th one to five yea s of netwo k host o app cat on adm n st at on

Capstone Exercise

CND exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 201

EC-Council Certified Ethical Hacker (CEH)

The Cert fied Eth ca acker (CE) prov des an n depth understand ng of eth ca hack ng phases var ous attack vectors and prevent ve countermeasures t teaches students how hackers th nk and act so that they are better pos t oned to set up secur ty nfrastructure and defend aga nst future attacks CE s very hands on and systemat ca y wa ks across every eth ca hack ng doma n and methodo ogy equ pp ng students w th the know edge and sk s needed to perform the job of an eth ca hacker

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Demonst ate an unde stand ng of attack vecto s
- Emp oy the app op ate too s and techn ques to effect ve y find exp o t ga n access and p vot on/th ough ta get hosts and netwo ks
- Conduct a va ety of web se ve and web app cat on attacks nc ud ng d ecto y t ave sa pa amete tampe ng XSS etc
- Pe fo m SQ nject on attacks and va ous types of c yptog aphy attacks
- mp ement a vu ne ab ty ana ys s to dent fy secu ty oopho es n a ta get o gan zat on s netwo k commun cat on nf ast uctu e end systems etc

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CEH ce t ficat on exam



Prerequisites

M n mum two yea s of T secu ty expe ence

A st ong wo k ng know edge of TCP/ P

Secu ty+ P ep Cou se s h gh y ecommended

Capstone Exercise

CEH exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4

EC-COUNCIL ECC 202

EC-Council Computer Hacking Forensic Investigator (CHFI)

The Computer ack ng Forens c nvest gator (C F) course covers major forens c nvest gat on scenar os t prov des a hands on exper ence for the forens c nvest gat on techn ques and standard too s necessary to successfu y carry out a computer forens c nvest gat on Th s course he ps students to exce n d g ta ev dence acqu s t on hand ng and ana ys s n a forens ca y sound manner Acceptab e n a court of aw these sk s w ead to successfu prosecut ons n var ous types of secur ty nc dents such as data breaches corporate esp onage ns der threats and other cases nvo v ng computer systems

5 5-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Exp a n the compute fo ens c nvest gat on p ocess and the va ous ega ssues nvo ved
- Pe fo m ev dence sea ch ng se z ng and acqu s t on methodo og es n a ega y and fo ens ca y sound manne
- Co ect data us ng fo ens c techno ogy methods n acco dance w th ev dence hand ng p ocedu es
- D ffe ent ate between the types of d g ta ev dence u es of ev dence d g ta ev dence exam nat on p ocess and e ect on c c me and d g ta ev dence cons de at on by c me catego y

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the CHF ce t ficat on exam

EC-Council CERTIFIED C|HFI

Prerequisites

None

Capstone Exercise

CHF exam (opt ona)

Pricing

USD	$3 800
ea n ng C ed ts	4



2023 COURSE CATALOG

(ISC)²

(ISC)² SC 200

Certified Information Systems Security Professional (CISSP)

(SC)² s Cert fied nformat on Systems Secur ty Profess ona (C SSP) course s a comprehens ve rev ew of nformat on secur ty concepts and ndustry best pract ces Th s course covers the e ght doma ns of the offic a C SSP CBK (Common Body of Know edge) Students w ga n know edge n nformat on secur ty that w ncrease the r ab ty to successfu y mp ement and manage secur ty programs n any organ zat on or government ent ty

5 5-day course

2 Cha enge eve 2

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- App y concepts of confident a ty nteg ty ava ab ty and secu ty gove nance p nc p es and comp ance
- A gn ove a o gan zat ona ope at ona goa s w th secu ty funct ons and mp ementat ons
- App y app op ate secu ty cont o s and counte measu es to opt m ze an o gan zat on s ope at on funct on and capac ty wh e m t gat ng sk
- Assess nfo mat on systems sks to an o gan zat on s ope at ona endeavo s

Skills Badges and Certifications

Th s cou se he ps p epa e students fo the C SSP exam

CISSP®

Prerequisites

C SSP cand dates must meet spec fic equ ements as estab shed by (SC)²

Capstone Exercise

C SSP exam (opt ona)

Pricing

USD	$2 850
ea n ng C ed ts	3



2023 COURSE CATALOG

Palo Alto Networks

PALO ALTO NETWORKS EDU 210

Firewall Essentials: Configuration and Management

F rewa Essent a s Configurat on and Management s a five day nstructor ed course that w enhance students understand ng of how to configure and manage Pa o A to Networks Next Generat on F rewa s The course nc udes hands on exper ence configur ng manag ng and mon tor ng a firewa n a ab env ronment

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e and manage the essent a featu es of Pa o A to Netwo ks Next-Gene at on F ewa s
- Configu e and manage Secu ty and NAT po c es to enab e app oved t affic to and f om zones
- Configu e and manage Th eat P event on st ateg es to b ock t affic f om known and unknown P add esses doma ns and UR s
- Mon to netwo k t affic us ng the nte act ve web nte face and fi ewa epo ts

Skills Badges and Certifications

Th s cou se nc udes a test vouche fo the PCNSA ce t ficat on exam

paloalto PCNSA

Prerequisites

Bas c fam a ty w th common netwo k ng and secu ty concepts

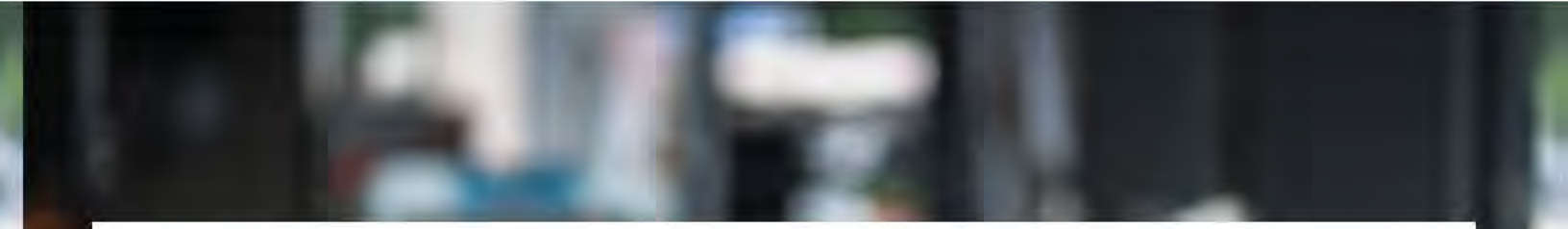
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 220

Panorama: Managing Firewalls at Scale

Pa o A to Panorama Manag ng F rewa s at Sca e s a two day nstructor ed course that he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators that comp ete th s course w become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Students w be shown how to use Panorama aggregated report ng to get a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

2 2-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to configu e and manage the next-gene at on Pano ama management se ve
- Ga n expe ence configu ng temp ates (nc ud ng temp ate va ab es) and dev ce g oups
- Ga n expe ence w th adm n st at on og co ect on and ogg ng and epo t ng
- Become fam a w th p ann ng and des gn cons de at ons fo Pano ama dep oyment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Bas c know edge of netwo k ng concepts

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 330

Firewall: Troubleshooting

F rewa roub eshoot ng s a three day nstructor ed course that w enhance students understand ng of how to troub eshoot the configurat on and operat on of the fu ne of Pa o A to Networks Next Generat on F rewa s Comp et on of th s c ass w he p students deve op an n depth know edge of how to troub eshoot v s b ty and contro over app cat ons users and content

3 3-day course

Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Use fi ewa too s nc ud ng the C to nvest gate netwo k ng ssues
- Fo ow p oven t oub eshoot ng methodo og es that a e spec fic to nd v dua featu es
- Ana yze advanced ogs to eso ve va ous ea - fe scena os
- So ve advanced scena o-based cha enges

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

St ong p act ca know edge of netwo k secu ty concepts

S x months of on-the-job expe ence w th Pa o A to Netwo ks fi ewa s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 238

Prisma SD-WAN: Design and Operation

The Pa o A to Networks Pr sma SD WAN Des gn and Operat on course descr bes the next generat on Pr sma SD WAN so ut on ts capab ty and the va ue t prov des over egacy WAN and SD WAN mp ementat ons The five day nstructor ed course a so covers how to configure operate and troub eshoot the so ut on Th s course s ntended for peop e who must configure ma nta n and use w de area networks from data centers to branches to the c oud

5 5-day course

3 Cha enge eve 3

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Enhance you unde stand ng of how to des gn mp ement and effect ve y ope ate a P sma SD-WAN so ut on
- Configu e P sma SD-WAN w th a b anch and data cente
- Configu e and mp ement po c es
- Use P sma SD-WAN se v ces

Prerequisites

1+ yea of netwo k ng expe ence

Fam a ty w th mon to ng too s ke veAct on and Sp unk

Expe ence w th DNS DHCP and P Management Too s

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$5 000
PAN TC*	50

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 318

Prisma Access SASE Security: Design and Operation

Pa o A to Networks Pr sma Access SASE Secur ty Des gn and Operat on s a four day nstructor ed course that w he p students enhance the r understand ng of how to better protect app cat ons remote networks and mob e users us ng Pr sma Access Secure Access Serv ce Edge (SASE) mp ementat on Students w get hands on exper ence configur ng manag ng and troub eshoot ng Pr sma Access n a ab env ronment

4 4-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- ea n how to use P sma Access SASE Secu ty to bette p otect you app cat ons emote netwo ks and mob e use s
- Ga n hands-on expe ence configu ng manag ng and t oub eshoot ng P sma Access n a ab env onment

Prerequisites

Comp et on of F ewa Essent a s Configu at on and Management (EDU-210) and Pano ama Manag ng F ewa s at Sca e cou se (EDU-220) o have equ va ent expe ence

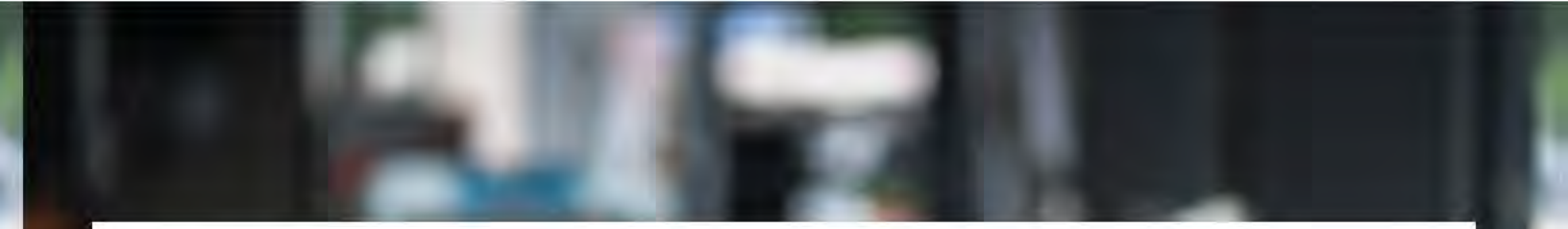
Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 260

Cortex XDR: Prevention and Deployment

The Pa o A to Networks Cortex XDR Prevent on and Dep oyment course he ps students ga n n depth know edge about how to configure and manage a Pa o A to Networks Panorama management server Adm n strators who comp ete th s course shou d become fam ar w th the Panorama management server s ro e n manag ng and secur ng the overa network Network profess ona s w be shown how to use Panorama aggregated report ng to prov de themse ves w th a ho st c v ew of a network of Pa o A to Networks Next Generat on F rewa s

3 3-day course

4 Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Desc be the a ch tectu e and components of the Co tex XDR fam y
- Wo k w th the Co tex XDR management conso e
- C eate Co tex XDR agent nsta at on packages endpo nt g oups and po c es
- C eate and manage exp o t and ma wa e p event on p ofi es
- nvest gate a e ts and p o t ze them us ng sta ng and exc us on po c es
- Unde stand Co tex XDR dep oyment concepts and act vat on equ ements
- Pe fo m and t ack esponse act ons n the Act on Cente

Prerequisites

Fam a ty w th bas c netwo k ng concepts

Recommended comp et on of F ewa Essent a s Configu at on and Management (EDU-210)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$3 000
PAN TC*	30

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 262

Cortex XDR: Investigation and Response

Pa o A to Networks Cortex XDR nvest gat on and Response s a two day nstructor ed course that teaches students how to use the nc dents pages of the Cortex XDR management conso e to nvest gate attacks t exp a ns causa ty cha ns detectors n the Ana yt cs Eng ne a erts versus ogs og st tch ng and the concepts of causa ty and ana yt cs

2 2-day course

Cha enge eve 4

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- C eate and manage on-demand and schedu ed sea ch que es n the Que y Cente
- D ffe ent ate the a ch tectu e and components of Co tex XDR and ea n to nvest gate and manage nc dents
- Wo k w th Co tex XDR P o act ons such as emote sc pt execut on
- C eate and manage the Co tex XDR u es B OC and OC
- Wo k w th Co tex XDR assets and nvento es
- W te XQ que es to sea ch data sets and v sua ze the esu t sets

Prerequisites

Comp et on of Co tex XDR P event on and Dep oyment (EDU-260)

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$2 000
PAN TC*	20

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e



PALO ALTO NETWORKS EDU 380

Cortex XSOAR: Automation and Orchestration

Pa o A to Networks Cortex XSOAR Automat on and Orchestrat on s a four day nstructor ed course that enab es a SOC CER CS R or SOAR eng neer to start work ng w th Cortex XSOAR ntegrat ons p aybooks nc dent page ayouts and other system features to fac tate resource orchestrat on process automat on case management and ana yst workflow

4 4-day course

5 Cha enge eve 5

Key Outcomes

Successfu comp et on of th s cou se w enab e students to

- Configu e nteg at ons c eate tasks and deve op p aybooks
- Bu d nc dent ayouts that enab e ana ysts to t age and nvest gate nc dents effic ent y
- dent fy how to catego ze event nfo mat on and map that nfo mat on to d sp ay fie ds
- Deve op automat ons manage content nd cato data and a t fact sto es schedu e jobs o gan ze use s and use o es ove see case management and foste co abo at on

Prerequisites

Comp et on of the Co tex XSOAR Ana yst d g ta ea n ng

Python and JavaSc pt know edge s usefu but not equ ed

Capstone Exercise

nd v dua ab exe c ses

Pricing

USD	$4 000
PAN TC*	40

*Pa o A o Ne work ra n ng Cred are purcha ed hrough Pa o A o Ne work and can be redeemed for CDW cour e

Exhibit F – Federal Funds Certifications

Please see the following 28 pages for CDW•G's signed Exhibit F – Federal Funds Certifications.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means–

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

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

(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 DB 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 DB Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

(l) 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 (l) 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES *DB* Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: ☐

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

Offeror's Name: CDW Government LLC
Address, City, State, and Zip Code: 230 N. Milwaukee Ave Vernon Hills IL, 60061
Phone Number: 813-462-4023
Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative: Dario Bertocchi - Vice President, Contracting Operations
Email Address: dariber@cdw.com
Signature of Authorized Representative:
Date: December 15, 2023

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103)*, when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details)*.

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:
CDW Government LLC

Address, City, State, and Zip Code:
230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023 Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:
Dario Bertocchi - Vice President, Contracting Operations

Email Address:
dariber@cdw.com

Signature of Authorized Representative: Date: December 15, 2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

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

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

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

paragraph (b)(2) of this section.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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



Signature of Contractor's Authorized Official

Dario Bertocchi - Vice President, Contracting Operations

Name and Title of Contractor's Authorized Official

December 15, 2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

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

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Offeror's Name: CDW Government LLC

Address, City, State, and Zip Code:
230 N. Milwaukee Ave Vernon Hills IL, 60061

Phone Number: 813-462-4023 Fax Number: 847-419-6200

Printed Name and Title of Authorized Representative:
Dario Bertocchi

Email Address: dariber@cdw.com

Signature of Authorized Representative: 

Date: December 15, 2023

Exhibit G – 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 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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.

Please see the following 20 pages for CDW•G's signed documents.

© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").

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.

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- 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.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: CDW Government LLC

Organization Address: 230 N. Milwaukee Ave Vernon Hills IL, 60061

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☑ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☑ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Not applicable.	

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Dario Bertocchi	Title:	Vice President, Contracting Operations
Signature:		Date:	December 15, 2023

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of CONNECTICUT
County of Fairfield ss:

I, Dario Bertocchi (name of affiant) residing in Shelton (name of municipality)
in the County of Fairfield and State of Connecticut of full age, being duly sworn according to law on my oath depose and say that:

I am Vice President, Contracting Operations (title or position) of the firm of CDW Government LLC (name of firm)

_____ the bidder making this Proposal for the bid

entitled IT Solutions Products and Services #2024056 (title of bid proposal), and that I executed the said proposal with

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the City of Mesa and OMNIA Partners (name of contracting unit) relies upon the truth of the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by CDW Government LLC.

Subscribed and sworn to

before me this day

_____
Signature

18th day of December, 2023

Dario Bertocchi
(Type or print name of affiant under signature)

Carmen Castro
Notary public of
CARMEN CASTRO
My Commission expires 02/28/2026

(Seal)

CARMEN CASTRO
STATE OF CONNECTICUT
NOTARY PUBLIC
COMMISSION #SNPC.0183110
EXPIRES FEBRUARY 28, 2026

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

Company Name: CDW Government LLC
Street: 230 N. Milwaukee Ave
City, State, Zip Code: Vernon Hills, IL 60061

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

December 15, 2023
Date

Vice President, Contracting Operations
Authorized Signature and Title

Certification **26158**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2026**

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS **IL** **60061**

ELIZABETH MAHER MUOIO
State Treasurer

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 Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www nj.gov/dca/divisions/dlgs/programs/lpcl html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:	CDW Government LLC		
Address:	230 N. Milwaukee Ave		
City:	Vernon Hills	State: Illinois	Zip: 60061

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Dario Bertocchi	Vice President, Contracting Operations

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☑ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☑ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 18th day of December, 2023

Carmen Castro
(Notary Public)

My Commission expires: 02/28/2026

(Affiant)

Dario Bertocchi - Vice President, Contracting Operations
(Print name & title of affiant)

(Corporate Seal)

CARMEN CASTRO STATE OF CONNECTICUT NOTARY PUBLIC COMMISSION #SNPC.0183170 EXPIRES FEBRUARY 28, 2026

CDW GOVERNMENT LLC LIMITED LIABILITY COMPANY SEAL ILLINOIS 2009

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

Dario Bertocchi — *Printed Name of Authorized Agent*

Signature of Authorized Agent

Vice President, Contracting Operations — *Title*

December 13, 2023 — *Date*

CDW Government LLC — *Company Name*

DOC #7

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

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

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	CDW GOVERNMENT LLC
Trade Name:	
Address:	200 N MILWAUKEE AVE VERNON HILLS, IL 60061-1577
Certificate Number:	1561883
Effective Date:	May 10, 2010
Date of Issuance:	September 24, 2019

For Office Use Only:

20190924190300452

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

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

Name: Dario Bertocchi Title: Vice President, Contracting Operations

Signature:  Date: December 13, 2023

Certification **26158**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Mar-2023** to **15-Mar-2026**

CDW GOVERNMENT, LLC
200 N. MILWAUKEE AVENUE
VERNON HILLS **IL** **60061**

ELIZABETH MAHER MUOIO
State Treasurer

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 2024056 **VENDOR/BIDDER:** CDW Government LLC

VENDOR'S/BIDDER'S REQUIREMENT
TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and

it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.



December 13, 2023

Signature Date

Dario Bertocchi - Vice President, Contracting Operations

Print Name and Title

Exhibit H – Advertising Compliance Requirement

CDW•G confirms review of Exhibit H.

© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal (“RFP”) furnished by the City of Mesa are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).



© CDW Government LLC 2023 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

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NOTICE OF SOLICITATION

Publish Date: November 16, 2023 **SOLICITATION # 2024056**

REQUEST FOR PROPOSALS FOR: INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

PROPOSAL DUE DATE AND TIME: DECEMBER 19, 2023 – 3:00 P.M. LOCAL ARIZONA TIME
To join the response reading at 4:00 P.M. local Arizona time on the due date via Microsoft Teams, please visit the following website: Microsoft Teams Meeting Invite

Teleconference Number: 480-535-7460; Conference ID: 349 036 942#

PRE-PROPOSAL CONFERENCE: NOVEMBER 30, 2023 - 9:00 A.M. LOCAL ARIZONA TIME. PLEASE SEE THE SCOPE OF WORK, SECTION FIVE (5) FOR DETAILS.

DEADLINE FOR INQUIRIES/QUESTIONS: DECEMBER 1, 2023 - 10:00 A.M. LOCAL ARIZONA TIME

Please read the entire Solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Responses must be in the actual possession of the Purchasing Division Office and submitted electronically, on or before the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this Solicitation should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov/ or by email to the following Purchasing contacts or their designees:

Technical Questions:
Ted Stallings, CPPB
Procurement Officer II
PHONE: 480-644-2815
Ted.Stallings@MesaAZ.Gov

General or Process Questions:
Martin Amaya
Procurement Specialist
PHONE: 480-644-3261
Martin.Amaya@MesaAZ.Gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: https://vendor.mesaaz.gov/

Current contracts and related information are available for viewing and/or downloading at: http://apps.mesaaz.gov/purchasingcontracts/Search

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of Solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to https://vendor.mesaaz.gov/

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to Ted.Stallings@MesaAZ.gov, and Martin.Amaya@MesaAZ.gov. Questions should be submitted in writing via email. **Questions will only be accepted until 10:00 AM (local Arizona time), December 1, 2023.** Questions will be answered in the form of an addendum and sent to all potential respondents. Questions received less than seven (7) calendar days before the due date and time for Responses may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents must submit their responses electronically. Any Respondent needing assistance or guidance using the online Vendor Self Service (VSS) portal may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal. Respondents shall provide their Responses in accordance with the following form and content requirements:

   a. Responses shall be submitted through the City of Mesa's Purchasing Website at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Submissions submitted elsewhere or under the wrong Solicitation will not be considered.

   b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

   c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

4. **SUBMITTAL RESPONSE FORMAT:**

   a. Submit response as outlined below:

- TAB A – Table of Contents
- TAB B – Other Forms – The following forms should be completed and signed:
  i. Vendor Information form
  ii. Exceptions & Confidential Information form
  iii. General Questionnaire form
  iv. Lawful Presence Affidavit
  v. Respondent Certification form (Offer and Acceptance)
  vi. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. *(*http://www.irs.gov/pub/irs-pdf/fw9.pdf).
- TAB C – Proposal Questionnaire(s) completed and included. Should be saved as Word and PDF.
- TAB D – Proposal Questionnaire Exhibit(s).
- TAB E – Proposal Price Information completed and included. Should be saved as Excel and PDF.
- TAB F – OMNIA Partners Documents And Required Response Forms

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

INSTRUCTIONS

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Pricing, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Respondent Questionnaire form completed and included (Attachment C)
- ☐ Special Terms and Conditions for Federal Funds form completed and included (Attachment D)
- ☐ Omnia Partners Documents and Required Response Forms completed and included (Attachment E)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

6. **ADDENDA:** Any changes to the Solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda before submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted and will record the names and other information specified by law and rule. The Response Opening will be conducted at 4:00 P.M. local Arizona time following the final **SOLICITATION DUE DATE AND TIME** via Microsoft Teams. No responsibility will attach to the City of Mesa, its employees, or agents for the premature opening of a Response. All Responses become the property of the City and will not be returned. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response submitted on time. All Responses received after the Response Due date and time shall not be considered and will be unopened. **The Respondent assumes the risk of any delay caused by not being able to access the system. Respondents must allow adequate time to accommodate all registration and submission requirements.** It shall not be sufficient to show that Respondent attempted to submit a response before the due date and time as the Response must be received by the City. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the Vendor Self Service portal as the official time. Any Respondent needing assistance or guidance using the online system may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon by Respondent and the City. Examples of where an extension or amendment may be necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

    This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action that

ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. A person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents who fail to provide a completed affidavit and fail to provide the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work before the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine, and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after the time specified for the opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

14. **FORM AND CONTENT OF RESPONSES:** Responses must be submitted online through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Physical submissions, e-mail, or fax submissions will not be accepted unless explicitly allowed by the City of Mesa Purchasing Division. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. Responses, including modifications, must be submitted electronically, and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must

meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets the stated specifications and is equivalent to the brand-name product in terms of quality, performance, and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City before the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained, and published by the City shall be the official Solicitation document. Any

exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions, or (iv) accept any or all of a Respondent's exceptions outright.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of an award under the Solicitation or the termination of a contract with the City.

    To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules, and Management Policy 200. It shall be a breach of ethical standards to:

    a. Exert any effort to influence any City official, employee, or agent to breach the standards of ethical conduct.

    b. Intentionally invoice any amount greater than provided in a contract or invoice for materials or services not provided.

    c. Intentionally offer or provide sub-standard materials or services or intentionally not comply with any term, condition, specification, or other requirements of a City contract.

22. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

23. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employees and/or agents authorized by the City to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the City to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The City reserves the right to consider all information relevant to determining an award in the best interest of the City, including Respondents' performance under prior contracts. The evaluation process may include but is not limited to: a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification and/or additional information from a Respondent does not guarantee clarification and/or additional information will be requested from any other Respondent. Respondents shall not initiate discussions with any City employee, agent, or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a shortlist of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon

conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems it necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms, and conditions in the Solicitation.

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Round	Description	Point
1.	Minimum Qualifications Assessment	Pass or Fail
2.	Questionnaire(s)	
	• Proposer Experience and Qualifications	200.00
	• Proposed Method and Approach	400.00
	City's Terms and Conditions	25.00
	Proposed Pricing	125.00
3.	Interviews/Demo (optional at the City's discretion), Questions/Answers, and Reference Checks	200.00
4.	Best and Final Offer (Pricing)*	125.00
	*Pricing points from Round two (2) will be removed from the total score and Round Five (5) (Best and Final) pricing points will be added to the total score.	

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based on responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for the award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e., the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in the rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those

found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information or the quality of the information will result in Respondent being deemed non-responsible.

d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 2.00% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

28. **COST JUSTIFICATION:** In the event, that only one Response to the Solicitation is received, the City may require the Respondent to submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 P.M. local Arizona time at least seven (7) calendar days before award.

It is the Respondent's responsibility to check the City of Mesa's Vendor Self Service portal at https://vendor.mesaaz.gov/ **to view Purchasing's Intent to Award notices.** This may be the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

INSTRUCTIONS

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exists any discrepancy between this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Kristy Garcia
Procurement Administrator
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Kristy.Garcia@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules, and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **SCOPE OF WORK:** The City of Mesa (City) is issuing this Request for Proposal (RFP) to establish a contract for the purchase of Information Technology Solutions, Products, and Services. Details of the City's objectives and requirements to which the RFP relates are set out in the scope of work, specifications, questionnaires, pricing document, etc. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.

   After implementation and acceptance of the proposed solution by the City, the initial term will be four (4) years with an opportunity to renew for up to an additional six (6) years. The terms and conditions of any contract extension shall remain the same as the original contract as amended.

   Renewal options are based on Contractor(s) performance, service, and ability to provide high-quality products and demonstrate cost containment efforts. All renewal options and contract extensions shall be through a contract amendment and shall be at the sole discretion of the City.

2. **AWARD:** It is the City's intention that a single or limited number of awards be made under this solicitation. However, at the City's sole discretion, the City may consider multiple awards.

   Should a current contract holder be selected and awarded a new contract, the City reserves the right to transition said contractor to the new contract. The transition will take place over a three (3) to four (4) month period from the effective date of the newly awarded contract.

3. **CONFIDENTIALITY:** Unless receiving consent from the City Purchasing Office, Contractor shall not disclose, sell, or disseminate any data or information obtained in connection with this RFP and the resulting contract.

4. **MINIMUM QUALIFICATIONS:** The City has identified minimum qualifications for this Request for Proposal. The minimum qualifications questions are located in Request for Proposal Questionnaire A. Proposers are to read the requirements, and check yes or no.

5. **PRE-PROPOSAL CONFERENCE:**

   a. Pre-Proposal Conference will be held via an online meeting.
   b. Pre-Proposal Conference – Date and Time: **November 30, 2023, at 9:00 A.M. Local Arizona Time**
      i. **To join the pre-proposal conference, please visit the following website: Microsoft Teams Meeting Invite.**
      ii. **Teleconference Number: 480-535-7460; Conference ID: 563 141 386#**
   c. The purpose of this Pre-Proposal Conference is to provide an informal forum for Proposers to ask questions and gain clarifications on the requirements of the RFP. All Proposers that require formal responses to their questions or clarification must submit their questions in writing to the Procurement Officer and Procurement Specialist referenced in the RFP. All questions should be submitted via e-mail. **Please include the RFP number in all correspondence.**
   d. Proposers are cautioned that all remarks, clarifications, or responses provided to questions during Pre-Proposal Conference are non-binding and must be submitted in writing via email.
   e. **Deadline For Inquiries: December 1, 2023 - 10:00 A.M. Local Arizona Time**

6. **OMNIA PARTNERS CONTRACT REQUIREMENTS.** The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, 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 City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E 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, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

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

The City of Mesa anticipates spending approximately $150 million over the full potential Master Agreement term for Technology Solutions and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Technology Solutions and Services purchased under the Master Agreement through OMNIA Partners is approximately $1.5 billion. This projection is based on the current annual volumes among the City of Mesa, 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.

7. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:

    a. Online
    b. Email
    c. Telephone
    d. Fax

8. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

SCOPE OF WORK

9. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:

   a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

   b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

   g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

   h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

   i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

   j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are

related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

l. Financing: Options available such as lease programs and conditional sales contracts.

10. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

11. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

31. **INTERVIEWS/DEMONSTRATION:** The top scoring firm(s) **may be** invited for interviews/demonstrations at no additional cost to the City. Proposers that refuse an invitation will be removed from further consideration in the RFP evaluation process.

33. **REQUIREMENTS:** The requirements stated in this Request for Proposal (Scope, Specifications, Questionnaires, pricing, etc. (collectively, the "**Requirements**") are current as of the date issued, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

34. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP is preliminary in nature and intended to provide Proposers with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Proposer's proposal and/or during contract negotiations based on budget considerations.

35. **INVOICING/PAYMENT:**

a. Invoices shall be emailed to:
   i. Department of Innovation and Technology: DoITpayables@MesaAZ.gov for the fastest processing.
   ii. Vendors shall not invoice for products/service items not shipped or performed, as this will delay payment of the entire invoice.
b. Invoices shall include the following:
   i. delivery order (DO) #,
   ii. part number(s),
   iii. products/services descriptions,
   iv. list price, percent discount,
   v. city cost (contract pricing),
   vi. if applicable sales tax.
c. Contractor shall not invoice for items not delivered as this will delay payment of the entire invoice.
d. Contractor shall e-mail invoices to the appropriate email address above no later than five

(5) to seven (7) calendar days after the product/services is received by the City.

e. Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

36. **CONTRACT KICK-OFF MEETING:** A kick-off meeting will be held after the award of contract. The contractor(s) and its team will meet with City of Mesa staff to conduct introductions and next steps.

37. **PROPOSAL QUESTIONNAIRES:**

a. Proposers shall use the Questionnaire/Response Forms provided. (Attachment C)
b. Proposal Questionnaire/Response Forms will be used to assist in determining which proposed solution is in the best interest of the City.
c. The City is the sole judge as to determining what is in the best interest of the City.
d. If supporting documentation is required, Proposer shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in the rejection of a Proposal.
e. Supporting documentation must be placed in TAB D.

38. **REQUEST FOR PROPOSAL PRICE SHEET:**

a. Proposals shall be submitted on the Pricing Form provided.
b. Complete Price Sheet (Attachment A).
    i. The cost portion of the Response should include the following criteria:
        1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
        2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.
c. Price Proposal must be submitted using only the City's Pricing Forms and in an MS Excel format.
d. Failure to do so may result in the loss of points.
e. The City of Mesa will not pay any hidden costs or add-on fees for equipment and services not described in the Proposer's response.

39. **CONTRACT TERMS AND NEGOTIATION SCHEDULE:** Proposer will be expected to utilize the Agreements included in this Solicitation. The Proposer will be expected to complete negotiation for the final contract within one (1) month from notice of intent to award of the contract and start working on the project within thirty (30) days after contract award or contract has been signed. If an acceptable contract cannot be negotiated within this time frame, the City may formally end negotiations and begin negotiating with the next highest scoring Proposer.

Awarded Contractor(s) will be required the sign the City of Mesa and OMNIA Partners agreements contained in this Request for Proposal.

ATTACHMENT A
PRICING

Respondent must utilize the below document when responding to this Solicitation and **return the document in an Excel** format with their response.

RFP 2024056 Price Sheet.xlsx

(Double Click Icon to Open)

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

(Double Click Icon to Open)

ATTACHMENT C
REQUSET FOR PROPOSAL 2024056 QUESTIONNAIRE

The City will evaluate and score Attachment A, Attachments C, D, and E (those responses deemed necessary to evaluate proposers qualifications and approach).

Questionnaire Instructions

Respondents must respond to each question by using the response box provided, failure to do so may result in your firm's response being found non-responsive.

Respondents must read and complete the Response Questionnaire of this RFP and provide any documentation required to support the answers to each question. Vague or disorganized Responses that do not allow sufficient information for evaluation purposes may result in rejection of a Response.

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All Respondents are evaluated on the information contained in their Response and presentations, if requested. All Responses must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects.

Responses to the questionnaire and related documents and exhibits are to be organized in the same sequence as presented in the questionnaire. Supporting documents and exhibits not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

How to Respond

The Respondent should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

Minimums Qualification

The following requirement(s) have been identified as minimums for this procurement. A "No" response to any of the following question(s) (**1**) may be deemed non-responsive and the firm will be removed from the evaluation process.?

Explanation

The contractor shall provide an explanation to each question/specification, and it is your firm's responsibility to ensure that your explanation supports the chosen response (Yes, No). The City reserves the right to correct any Contractor selected response based on Contractor's explanation to each question/specification. Proposers will be scored on selected response (yes or no) and explanations given.

		Complies		***Explanations***
1.	Contractor shall have been in the business of providing the products and services described in this RFP for at least two (2).	Yes No	☒ ☐	Response:

Firms Qualifications and General Information

	Question	Response
1.	Brief history and description of Supplier to include experience providing similar products and services.	

2.	Total number and location of salespersons employed by Supplier.			
3.	Number and location of support centers (if applicable) and location of corporate office.			
4.	Describe any debarment or suspension actions taken against supplier			
5.	Is your firm in the process of being sold.	Yes No	☐ ☐	If yes, please explain:
6.	List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal. References should be current customers and verifiable and should be able to comment on the Offeror's related experience. **A government agency is defined as Federal, State, County, City/Town, State/Local University/College, and School Districts.**			
	• Name of agency/firm • Contact person(s) with direct knowledge of the proposed solution and services provided. • Phone number • E-mail address • Products and Services provided • Length of business relationship (time)	**Response Below**		
	Reference #1:			
	Reference #2:			
	Reference #3:			
	NOTE: • References listed will not be held confidential and the City will not honor Respondent's request to keep the information confidential. • Initial evaluation - Respondents will be evaluated based on the information requested and provided by references. • The City reserves the right, but does not have the obligation, to contact any or all the provided references. Proposers are encouraged to provide detailed information about each reference in the Response Questionnaire as the City may not directly contact a reference and, instead, use the information provided about a reference in the Response for evaluation.			

	• The City reserves the right to contact additional clients or persons for references.	
7.	Describe how supplier differentiates itself from its competitors.	

Firms Method and Approach		
	Question	**Response**
1.	Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).	
2.	Please describe any local diversity program(s) or partnership your firm currently have in place. Response should also include the following: • Please define qualifications for small business/diversity program or partnership. • Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program. • Any required certifications • Number of States and Cities currently available? • Plan to expand to other States and Cities.	
3.	Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or suppliers have engaged in. This can be related to the specific products and/or services contained in this RFP.	
4.	Does your firm or partners use packaging that is reusable or recyclable?	
5.	Does your firm or partners operate hybrid vehicles? If yes, please describe the vehicles.	
6.	Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels? If yes, please describe the vehicles.	
7.	Does your firm or partners use any of your firms' vehicles have automatic start/stop technology?	
8.	Please explain your firm's process for accepting and process requests for quotes using contract rates. Please include number of days or hours required to	

	generate/issue request quote and deliver to customer.	
9.	How many orders are processed daily on an average?	
10.	What is the highest number of orders processed in a single day?	
11.	Describe your delivery commitment:	
	a. What is your fill rate guarantee?	
	b. What are your delivery days?	
	c. Do you offer next day delivery?	
	d. How do you facilitate emergency orders?	
	e. Are shipping charges exempt for ALL who use this contract?	
	f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.	
12.	Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?	
13.	Describe the types of customer service available to agencies that use this contract:	
	a. Is online support available?	
	b. Is phone support available?	
	c. Other?	
	d. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?	
	e. State any return and restocking policy, and any fees, if applicable associated with returns.	
	f. How are problems resolved?	
	g. What are the location and hours of your call centers?	
	h. What response time is guaranteed when a customer service request is made?	
	i. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?	
	j. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.	

14.	Describe how your company will assist customers in navigating OEM warranty process.	
15.	Describe how your firm will notify customers of new products.	
16.	Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).	
17.	Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?	
18.	Describe options for leasing and financing and the various payment methods accepted.	
19.	Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation, installation, training and maintenance and support services.	

ATTACHMENT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS



Special Terms and
Conditions for Fede

(Double Click Icon to Open)

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

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 City of Mesa (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 Technology Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the

capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 1.5 billion annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

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

conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

B. Total number and location of salespersons employed by Supplier.

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

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

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

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

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

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-

owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

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

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

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

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

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

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

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

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

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

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

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

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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

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

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

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

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

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

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

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

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

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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

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

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-

Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

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

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the

OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice

to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

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

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

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, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements

of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

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

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

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

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

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

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

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

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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**"), [PPA Name] 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 **[PPA Name]** ("**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, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means–

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

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

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

(l) 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 (l) 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

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

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

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

paragraph (b)(2) of this section.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

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

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____relies upon the truth of the statements
(name of contracting unit)
contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

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

Company Name: _____
Street: _____
City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

_____ _____
Date ***Authorized Signature and Title***

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 Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

DOC #7

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

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

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and

it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____

Signature Date

_____

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

ATTACHMENT D
OMNIA PARTNERS PPA

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT

ATTACHMENT D
OMNIA PARTNERS PPA

CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT

ATTACHMENT D
OMNIA PARTNERS PPA

MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

ATTACHMENT D
OMNIA PARTNERS PPA

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT

ATTACHMENT D
OMNIA PARTNERS PPA

COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR

ATTACHMENT D
OMNIA PARTNERS PPA

BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

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

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR

KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR

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

ATTACHMENT D
OMNIA PARTNERS PPA

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR

ATTACHMENT D
OMNIA PARTNERS PPA

PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR

ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR

STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

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

ATTACHMENT D
OMNIA PARTNERS PPA

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS

ATTACHMENT D
OMNIA PARTNERS PPA

SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
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

EXHIBIT 1
DRAFT AGREEMENT

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Using Department
Attn: Name, Title
P.O. Box 1466
Mesa, AZ 85211-1466
EndUserEmail@MesaAZ.gov

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Remit to Address	
Attention	
E-Mail	
Phone	
Fax	

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this ___ day of _____, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **TBD** and ending on **TBD**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

    5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

    The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    5.3 **Price Adjustment**.

    Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    Products - During the ninety (90) to sixty (60) day period before annual anniversary date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

Services (Price Sheet, National Tab) – Every six months (6), the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any

insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor shall verify insurance coverage and may be asked to will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

   a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

   b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

   c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

   d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work / Technical Specifications
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) Special Terms and Conditions for Federal Funds

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

CONTRACTOR NAME

By: _____

_____
Printed Name

_____
Title

_____
Date

REVIEWED BY:

By: _____
Ted Stallings, CPPB
Procurement Officer II

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications and Vendor Response will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

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EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create, any benefits, rights, or responsibilities for any third parties.

6. **NON-EXCLUSIVITY.** City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation,

possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to t City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of City.

   iii. To ensure Contractor and its subcontractors are complying with Contractor Immigration Warranty, City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.__

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or Contractors that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to City's information, data, or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

    a. A party will be in default of the Agreement if that party:

        i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

        ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

        iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;

        iv. Fails to carry out any term, promise, or condition of the Agreement; or

        v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

    b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

    c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

    a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

    b. City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, City may recover the excess cost by: (i) requiring immediate reimbursement by Contractor to City; (ii)

deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to City, will provide materials or redo such services until in accordance with this Agreement and to City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to ity reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.

29. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor, or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

The Special Terms and Conditions for Federal Funds will be added here when Agreement is finalized.

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.

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9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to t City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of City.

   iii. To ensure Contractor and its subcontractors are complying with Contractor Immigration Warranty, City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.__

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or (iii) any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to City's information, data,

or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

a. A party will be in default of the Agreement if that party:

i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;

iv. Fails to carry out any term, promise, or condition of the Agreement; or

v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

b. City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, City may recover the excess cost by: (i) requiring immediate reimbursement by Contractor to City; (ii) deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute

services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents, or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will

apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to City, will provide materials or redo such services until in accordance with this Agreement and to City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to City reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is <u>not</u> entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.

29. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to

City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor, or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing

board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly

authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

Addendum to Solicitation

Purchasing Office / City of Mesa · 20 East Main Street, Suite 450 • Mesa, AZ 85201

	Issue Date:	December ??, 2023
This addendum will modify and/or clarify:	Solicitation No.:	2024056
and is	Addendum No.:	One (1)
	Procurement Description:	Information Technology Solutions Products and Services

~~**Proposal Due Date and Time**~~

~~The Proposal Due Date is hereby changed from December 19, 2023, to **December 21, 2023**. The Opening Time remains unchanged at 3:00 p.m. (MST).~~

Below are questions received from perspective proposers regarding this RFP and the City of Mesa responses.

~~Question:~~ ~~Will the city please consider an extension till after the holidays?~~
~~**Response:**~~

Question: Can you share the Pre-Proposal conference attendee list?

Response: **Yes. Please double click on attached Pre-Proposal Conference document below.**

Question: Questions regarding Attachment B, page 2, “Exceptions and Confidentiality.”

- Are all exceptions supposed to be put in Attachment B, page 2, "Exceptions and Confidentiality," or only those related to the City of Mesa's documents?
- If exceptions to OMNIA Partners documents are to be separate, are we to put them in the respective exhibit (i.e., Exhibit A, B) in Tab F?

Response:
City of Mesa: Please place all City of Mesa exceptions in Tab B
OMNIA Partners: Please place all OMNIA Partners exceptions in Tab F

Question: Question regarding Attachment D, “Special Terms and Conditions for Federal Funds.”

- The response checklist on page 4 notes the following: Special Terms and Conditions for Federal Funds form completed and included (Attachment D). Under which **tab** should we insert "Special Terms and Conditions for Federal Funds (Attachment D)"?

Addendum to Solicitation

Response: **City of Mesa Attachment D (Special Terms and Conditions for Federal Funds) should be placed in Tab B.**

Question: Questions regarding RFP, page 8, Section 27, "Criteria for Evaluation and Award."

- Is there any further breakdown of points available related to the evaluation of Proposer's Experience and Qualifications and Proposed Method and Approach (page 8, Section 27) that Mesa can provide? Is each question weighted the same in terms of points?
- If the evaluation criteria on page 8, Section 27 "Criteria for Evaluation and Award" pertains only to our response to the City of Mesa, can OMNIA provide any insight into how the response in Tab F will be evaluated?

Response: **City' Response: Each questionnaire's section's questions will be weighted the same. The City intends to utilize an evaluation scale of zero (0) to ten (10).**

OMNIA's Response: **OMNIA Partners is a non-voting/scoring member in the evaluation; however, OMNIA does provide feedback based on the Supplier Response in Section 3.0 in Exhibit A as to how the Supplier responds on a national program level.**

Question: Will additional consideration be provided for locally owned, Mesa-based, Minority-owned businesses?

Response: **While the City we want local buss**

Question: Will the City provide an email or downloadable copy of Attachment D - Special Terms and Conditions for Federal Funds?

Response: **Yes. Please double click on attached document below.**

Question: Scope of Work, Section 1. states (in part): "…The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements…" Should such "innovative or novel approach" proposal elements be confined to the response documents (Questionnaire, Pricing Sheet) or will separate exhibits have equal consideration?

Response: **Please incorporate any innovative and novel approaches into your responses to the City of Mesa's and OMNINA Partners questions.**

Question: Will the City of Mesa provide historical volumes in units for the items listed on the "National Pricing Tab"? *Past fiscal year minimum; three (3) previous fiscal years preferred.*

Response: **No, OMNIA does not collect "unit" data.**

Question: Will the City of Mesa provide historical volumes in units for the items listed on the "City of Mesa Market Basket Tab"? *Past fiscal year minimum; three (3) previous fiscal years preferred.*

Addendum to Solicitation

Response: **The City does not currently have the ability to ……..**

Question: Will the City of Mesa provide budgeted and/or anticipated annual volumes in units for the items listed on the "National Pricing Tab"? Next year minimum; Initial Contract term preferred.

Response: **No, OMNIA does not collect "unit" data. Refer to the Scope of work for annual national volume.**

Question: Will the City of Mesa provide budgeted and/or anticipated volumes in units for the items listed on the "City of Mesa Market Basket Tab"? Next year minimum; Initial Contract term preferred.

Response:

Question: Will the City of Mesa provide additional configuration details for line items in the "Market Basket Tab" such as processor preferences, RAM, storage, screen, warranty uplifts, software etc.?

Response:

Question: Will delivery to desktop be expected on all orders? Can that be an additional charge?

Response:

Question: Please provide a definition for Defective Product

Response:

Question: Per instructions Tab C is to be submitted in Word and PDF, do you want each Tab to be a Separate File?

Response: **Proposers may upload a single file or multiple files.**

Question: Can we quote direct replacements for the items which are EOL?

Response:

Question: In the Pricing Worksheet, you ask for a description of the catalog or index, should this go in Column E along with the Manufacturer Name?

Response:

Question: Can we offer a cost-plus pricing format for hardware/software?

Response:

5. Question: For the Pricing Worksheet, would a proposers' GSA Catalog be considered a verifiable price list?

Response: **No**

Addendum to Solicitation

6. Question: For the Pricing Worksheet, would a proposers' Mohave Contract Catalog be considered a verifiable price list?
Response:

7. Question: For Group 11 Services, should travel be included in the Standard Hourly Rate or can that be billed separately?
Response:

8. Question: For Group 11 Services, can out years have an escalation rate?
Response:

9. Question: For Group 11 Services, can an economic price adjustment be considered for out years? Can the Rates for services/resources to be provided have a COLA over the term?
Response: **No**

10. Question: Group 7 - Is the City looking for Microsoft Enterprise Agreement level D pricing?
Response: **No**

~~11.~~ ~~Question:~~ ~~What is the spend on the current agreement?~~
~~**Response:**~~

Revised **Request for Proposal Price Sheet Dated 12/??/2024.**

(Double Click to Open)

Federal Terms and Conditions

Please contact Ted.Stallings@MesaAZ.Gov and Martin.Amaya@MesaAZ.Gov with any questions you may have regarding this addendum.

Addendum to Solicitation

The balance of the specifications and bid/proposal solicitation instructions to remain the same. Bidders/Proposal Offerors are to acknowledge receipt and acceptance of this addendum by indicating receipt on the Required Response Forms attachment of this bid/proposal response. Failure to acknowledge an addendum prior to bid/proposal opening time and date may make the bid/proposal response non-responsive to that portion of the solicitation as materially affected by the respective addendum.

NOTICE OF SOLICITATION

Publish Date: November 16, 2023 **SOLICITATION # 2024056**

REQUEST FOR PROPOSALS FOR: INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

PROPOSAL DUE DATE AND TIME: DECEMBER 19, 2023 – 3:00 P.M. LOCAL ARIZONA TIME
To join the response reading at 4:00 P.M. local Arizona time on the due date via Microsoft Teams, please visit the following website: Microsoft Teams Meeting Invite

Teleconference Number: 480-535-7460; Conference ID: 349 036 942#

PRE-PROPOSAL CONFERENCE: NOVEMBER 30, 2023 - 9:00 A.M. LOCAL ARIZONA TIME. PLEASE SEE THE SCOPE OF WORK, SECTION FIVE (5) FOR DETAILS.

DEADLINE FOR INQUIRIES/QUESTIONS: DECEMBER 1, 2023 - 10:00 A.M. LOCAL ARIZONA TIME

Please read the entire Solicitation package and submit the bid in accordance with the instructions. This document (less this invitation and the instructions) and any required response documents, attachments, and submissions will constitute the bid.

Responses must be in the actual possession of the Purchasing Division Office and submitted electronically, on or before the exact date and time indicated above. Late submittals shall not be considered under any circumstances.

Questions concerning this Solicitation should be submitted in writing through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov/ or by email to the following Purchasing contacts or their designees:

Technical Questions:
Ted Stallings, CPPB
Procurement Officer II
PHONE: 480-644-2815
Ted.Stallings@MesaAZ.Gov

General or Process Questions:
Martin Amaya
Procurement Specialist
PHONE: 480-644-3261
Martin.Amaya@MesaAZ.Gov

NOTE: THE CITY OF MESA PUBLISHES ITS SOLICITATIONS, ATTACHMENTS, AND ADDENDA ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS: https://vendor.mesaaz.gov/

Current contracts and related information are available for viewing and/or downloading at: http://apps.mesaaz.gov/purchasingcontracts/Search

All vendors wishing to conduct business with the City are required to register and maintain all information used for the notification of Solicitation opportunities and issuance of payment in the Vendor Self Service (VSS) system. To register and view additional vendor information, go to https://vendor.mesaaz.gov/

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INSTRUCTIONS

1. **GENERAL:** Please read the entire Solicitation package and all attachments before submitting a Response. Responses must be in accordance with the provisions, specifications, and instructions set forth herein and will be accepted until the date and time the Response is due.

2. **VENDOR QUESTIONS:** All questions regarding the contents of this Solicitation, and Solicitation process (including requests for ADA accommodations), must be directed solely to Ted.Stallings@MesaAZ.gov, and Martin.Amaya@MesaAZ.gov. Questions should be submitted in writing via email. **Questions will only be accepted until 10:00 AM (local Arizona time), December 1, 2023.** Questions will be answered in the form of an addendum and sent to all potential respondents. Questions received less than seven (7) calendar days before the due date and time for Responses may be answered at the discretion of the City.

3. **INSTRUCTIONS FOR PREPARING AND SUBMITTING RESPONSE:** Respondents must submit their responses electronically. Any Respondent needing assistance or guidance using the online Vendor Self Service (VSS) portal may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal. Respondents shall provide their Responses in accordance with the following form and content requirements:

   a. Responses shall be submitted through the City of Mesa's Purchasing Website at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Submissions submitted elsewhere or under the wrong Solicitation will not be considered.

   b. Responses must be signed by an authorized representative of Respondent with the authority to bind Respondent to make such commitments to the City set forth in the Response.

   c. Responses should be specific to the Solicitation and present details on all requested information in a concise manner.

4. **SUBMITTAL RESPONSE FORMAT:**

   a. Submit response as outlined below:

- TAB A – Table of Contents
- TAB B – Other Forms – The following forms should be completed and signed:
  i. Vendor Information form
  ii. Exceptions & Confidential Information form
  iii. General Questionnaire form
  iv. Lawful Presence Affidavit
  v. Respondent Certification form (Offer and Acceptance)
  vi. W-9 Form. All responses should include a fully completed, current W-9 form. Failure to include the W-9 will not disqualify your response, however, the W-9 must be submitted to the City prior to the execution of any contract pursuant to this Solicitation. *(*http://www.irs.gov/pub/irs-pdf/fw9.pdf).
- TAB C – Proposal Questionnaire(s) completed and included. Should be saved as Word and PDF.
- TAB D – Proposal Questionnaire Exhibit(s).
- TAB E – Proposal Price Information completed and included. Should be saved as Excel and PDF.
- TAB F – OMNIA Partners Documents And Required Response Forms

5. **RESPONSE CHECKLIST:** This checklist is provided for your convenience. It is not necessary to return a copy with your Response. Only submit the requested forms and any other requested or descriptive literature.

INSTRUCTIONS

- ☐ Response will be sent in time to be received by City before Response due date and time.
- ☐ Pricing, math double-checked, form completed and included (Attachment A)
- ☐ Required Response Forms completed and included (Attachment B)
- ☐ Respondent Questionnaire form completed and included (Attachment C)
- ☐ Special Terms and Conditions for Federal Funds form completed and included (Attachment D)
- ☐ Omnia Partners Documents and Required Response Forms completed and included (Attachment E)
- ☐ W-9 Request for Taxpayer Identification Number and Certification form completed and included (http://www.irs.gov/pub/irs-pdf/fw9.pdf)

6. **ADDENDA:** Any changes to the Solicitation document will be in the form of an addendum. Addenda are posted on the City website. Contractors are cautioned to check the Purchasing Website or the Self-Service portal for addenda before submitting their Response. The City will not be held responsible if a vendor fails to receive any addenda issued. *The City shall not be responsible for any oral changes to these specifications made by any employees or officer of the City and Contractors are cautioned not to rely on any such changes.* Failure to acknowledge receipt of an addendum may result in disqualification of a Response.

7. **RESPONSE OPENING:** The City will open all Responses properly and timely submitted and will record the names and other information specified by law and rule. The Response Opening will be conducted at 4:00 P.M. local Arizona time following the final **SOLICITATION DUE DATE AND TIME** via Microsoft Teams. No responsibility will attach to the City of Mesa, its employees, or agents for the premature opening of a Response. All Responses become the property of the City and will not be returned. Results, as read at the public opening, will be posted on the City website. Responses will be available to the public in accordance with the City Procurement Rules.

8. **LATE RESPONSES:** The Respondent assumes responsibility for having the Response submitted on time. All Responses received after the Response Due date and time shall not be considered and will be unopened. **The Respondent assumes the risk of any delay caused by not being able to access the system. Respondents must allow adequate time to accommodate all registration and submission requirements.** It shall not be sufficient to show that Respondent attempted to submit a response before the due date and time as the Response must be received by the City. All times are Mesa, Arizona local times. Respondents agree to accept the time stamp in the Vendor Self Service portal as the official time. Any Respondent needing assistance or guidance using the online system may contact the Procurement Officer/Supervisor. Do not wait for the last day to submit a response. Start early so we can fix any issues before trying to submit a response. ALL RESPONDENTS ARE ENCOURAGED TO REVIEW INSTRUCTIONS FOR HOW TO RESPOND TO A SOLICITATION available under Download Vendor Forms in the online VSS portal.

9. **RESPONSE FIRM TIME:** Responses shall remain firm and unaltered after opening for **180** Days unless the time is extended or amended as agreed upon by Respondent and the City. Examples of where an extension or amendment may be necessary include but are not limited to: (i) contract negotiations with selected Respondent; (ii) submission of a Best and Final Offer by Respondent; (iii) City needing additional time to review responses. The City may accept the Response, subject to successful contract negotiations, at any time during this period.

10. **LOBBYING PROHIBITION:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited.

    This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action that

ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, study session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

11. **LAWFUL PRESENCE IN THE UNITED STATES:** Arizona Revised Statutes § 1-501 and § 1-502 require all persons who will be awarded a contract (a Public Benefit as defined in 8 USC Section 1621) must demonstrate they are lawfully present in the United States. A person under the statute is defined as a natural person and therefore excludes Limited Liability Companies, Corporations, Partnerships, or other similar types of business entities as indicated on a W-9 form.

    Individuals (natural persons) or Sole Proprietorships must complete the affidavit in the "Required Response Forms" section of this Solicitation. Respondents who fail to provide a completed affidavit and fail to provide the necessary documentation may be deemed non-responsive.

12. **COMMENCEMENT OF WORK:** If a Respondent begins any billable work before the City's final approval and execution of the contract, Respondent does so at its own risk.

13. **RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine, and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation. The City is not responsible for and will not pay any costs associated with the preparation and submission of a Response. Respondents are cautioned to verify their Responses before submission, as amendments to or withdrawal of Responses submitted after the time specified for the opening of Responses may not be considered. The City will not be responsible for any Respondent errors or omissions.

14. **FORM AND CONTENT OF RESPONSES:** Responses must be submitted online through the City of Mesa's Purchasing Website Vendor Self Service portal at https://vendor.mesaaz.gov under the appropriate Solicitation opportunity. Physical submissions, e-mail, or fax submissions will not be accepted unless explicitly allowed by the City of Mesa Purchasing Division. Unless otherwise instructed or allowed, Responses shall be submitted on the forms provided. Responses, including modifications, must be submitted electronically, and signed by an authorized representative of the Respondent. Please line through and initial rather than erase changes. Any modifications to the Solicitation must be identified in the "Exceptions" section of the required response forms. The City does not encourage exceptions. The City is not required to grant exceptions and depending on the exception, the City may reject the Response as non-responsive. The City reserves the right at its sole discretion to negotiate exceptions with a Respondent. If the Response is not properly signed or if any changes are not initialed, it may be considered non-responsive. In the event of a disparity between the unit price and the extended price, the unit price shall prevail unless obviously in error, as determined by the City. The Response must provide all information requested and must address all points set forth in the Solicitation.

15. **SPECIFICATIONS:** Technical specifications define the minimum acceptable standard. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. The use of a brand name is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition. If a Respondent wishes to provide a material or service that is not the brand name, the equivalent material or service must

meet the standard of quality of the brand name product, which is determined at the City's sole discretion. Equivalent products will be considered upon showing the other product meets the stated specifications and is equivalent to the brand-name product in terms of quality, performance, and desired characteristics. Products that are substantially equivalent to those brands designated will qualify for consideration.

Minor differences that do not affect the suitability of the supply or service for the City's needs may be accepted. Burden of proof that the product meets the minimum standards or is equal to the brand name product is on the Respondent. The City reserves the right to reject Responses that the City deems unacceptable for any reason.

16. **MODIFICATION/WITHDRAWAL OF RESPONSE:** Written requests to modify or withdraw a Response received by the City before the scheduled opening time for Responses will be accepted and will be corrected after the Response due date and time. No oral requests will be allowed. Requests must be addressed and labeled in the same manner as the Response and marked as a MODIFICATION or WITHDRAWAL of the Response. Requests for withdrawal after the Response Due date and time will only be granted upon proof of undue hardship and may result in the forfeiture of any Response security. Any withdrawal after the Response due date and time shall be allowed solely at the City's discretion.

17. **DEBARMENT DISCLOSURE:** If the Respondent has been debarred, suspended, or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any federal, state, or local government or agency, or if any such preclusion from participation from any public procurement activity is currently pending, the Respondent shall include a letter with its Response identifying the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances must be provided by the Respondent, including the details enumerated above. A Response from a Respondent who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may be rejected. Failure of a Respondent to disclose a debarment or suspension in accordance with this Section may result in the Response being disqualified for an award of the Solicitation.

18. **RESERVATIONS:** The City reserves the right to reject any or all Responses or any part thereof; to re-issue the Solicitation; to reject non-responsive or non-responsible Responses; to reject unbalanced Responses; to reject Responses where the terms, prices, or awards are conditioned upon another event; to reject individual Responses for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; to make multiple awards; to waive minor irregularities, defects, omissions, informalities, technicalities or form errors in any Response; to conduct exclusive or concurrent negotiations of any terms, conditions, or exceptions taken by a Respondent or the terms of any agreement/document a Respondent would require the City to sign should Respondent be awarded a contract; and to reject Responses that are outside the City's budgeted amount for the materials or services that are the subject of the Solicitation. The City may seek clarification of the Response from Respondent at any time, and failure to respond is cause for rejection. Submission of a Response confers no right to an award or a subsequent contract. The City is charged by its Charter to make an award that is in the best interest of the City. All decisions on compliance, evaluation, terms, and conditions shall be made solely at the City's discretion and made to favor the City. No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

19. **EXCEPTIONS TO A SOLICITATION:** Changes to the Solicitation document requested by a Respondent may not be acknowledged or accepted by the City. Award or execution of a contract does not constitute acceptance of a changed term, condition, or specification in the Solicitation unless specifically acknowledged and agreed to by the City. The copy of the Solicitation, including all addenda, maintained, and published by the City shall be the official Solicitation document. Any

exception to the Solicitation must be set forth in the "Exceptions" portion of the Response; any exceptions not indicated in the "Exceptions" portion of the Response will be deemed rejected by the City, void and of no contractual significance. The City reserves the right to: (i) reject any or all exceptions requested by a Respondent; (ii), determine a proposal non-responsive due to the exception(s) made by Respondent; (iii) enter into negotiations with a Respondent regarding any of the Respondent's exceptions, or (iv) accept any or all of a Respondent's exceptions outright.

20. **COPYING OF RESPONSES:** The Respondent hereby grants the City permission to copy all parts of its Response including, without limitation, any documents and/or materials copyrighted by the Respondent. The City's right to copy shall be for internal use in evaluating the Response.

21. **CONTRACTOR ETHICS:** Contractors doing business with the City shall adhere to the Procurement Ethics Standards, Article 7 of the Procurement Rules. It is the policy of the City to promote courtesy, fairness, impartiality, integrity, service, professionalism, economy, and government by law in the Procurement process. The responsibility for implementing this policy rests with each individual who participates in the Procurement process, including Respondents and Contractors. The failure of a Respondent or Contractor to meet the ethical standards may result in the disqualification of an award under the Solicitation or the termination of a contract with the City.

    To achieve the purpose of this Section, it is essential Respondents and Contractors doing business with the City observe the ethical standards prescribed herein and in the City Charter, Code Procurement Rules, and Management Policy 200. It shall be a breach of ethical standards to:

    a. Exert any effort to influence any City official, employee, or agent to breach the standards of ethical conduct.

    b. Intentionally invoice any amount greater than provided in a contract or invoice for materials or services not provided.

    c. Intentionally offer or provide sub-standard materials or services or intentionally not comply with any term, condition, specification, or other requirements of a City contract.

22. **GIFTS:** The City will accept no gifts, gratuities, or advertising products from Respondents or prospective Respondents and affiliates. The City may request product samples from Respondents solely for the purpose of product evaluation.

23. **EVALUATION PROCESS:** Responses will be reviewed by an evaluation committee comprised of City employees and/or agents authorized by the City to participate in the evaluation. The evaluation committee may utilize multiple rounds of review to determine which Respondent is most advantageous for the City to award; Respondents' scores may be adjusted throughout the evaluation process/rounds. The City reserves the right to consider all information relevant to determining an award in the best interest of the City, including Respondents' performance under prior contracts. The evaluation process may include but is not limited to: a review of proposal Responses, interviews, presentations, site visits, product/service demonstrations, Best and Final Offers, requests for additional information, and requests for clarification. City staff may initiate discussions with Respondents for clarification purposes; however, a request for clarification is not an opportunity for a Respondent to change the Response. A request for clarification and/or additional information from a Respondent does not guarantee clarification and/or additional information will be requested from any other Respondent. Respondents shall not initiate discussions with any City employee, agent, or official as set forth in the Lobbying section of these instructions including, but not limited to, members of the evaluation committee.

24. **PRESENTATIONS/INTERVIEWS:** A Respondent must provide a formal presentation/interview upon request of the City.

25. **SHORT-LISTING:** The City, at its sole discretion, may create a shortlist of the highest scored Responses based on a preliminary evaluation of the Responses against the evaluation criteria. Only those short-listed Respondents will be invited to give presentations/interviews. Upon

conclusion of any presentations/interviews, the City will finalize the scoring against the evaluation criteria.

26. **BEST AND FINAL OFFERS:** The City may request Best and Final Offers if the City deems it necessary and the City will determine the scope and subject of any Best and Final request. Respondents should not expect the City will always ask for Best and Final Offers. Therefore, all Respondents must submit their best offer based on the specifications, terms, and conditions in the Solicitation.

27. **CRITERIA FOR EVALUATION AND AWARD:**

a. The criteria that will be evaluated and their relative weights are:

Round	Description	Point
1.	Minimum Qualifications Assessment	Pass or Fail
2.	Questionnaire(s)	
	• Proposer Experience and Qualifications	200.00
	• Proposed Method and Approach	400.00
	City's Terms and Conditions	25.00
	Proposed Pricing	125.00
3.	Interviews/Demo (optional at the City's discretion), Questions/Answers, and Reference Checks	200.00
4.	Best and Final Offer (Pricing)*	125.00
	*Pricing points from Round two (2) will be removed from the total score and Round Five (5) (Best and Final) pricing points will be added to the total score.	

Pricing will be evaluated based on the below equation:

$$\frac{\text{Lowest Proposal Cost}}{\text{Proposal Cost being evaluated}} \text{ X Price Points Possible} = \text{Pricing Score}$$

b. If less than three (3) Responses to a Solicitation are deemed responsive by the City, at the City's sole discretion, the Responses may be evaluated using simple comparative analysis instead of any announced method of evaluation, subject to meeting administrative and responsibility requirements.

c. Each Response will be evaluated based on responsiveness and responsibility criteria. A failure to meet responsiveness or responsibility criteria will render a Respondent ineligible for the award of a contract under the Solicitation.

1. **Responsiveness**. The City will determine whether the Response complies with the instructions for submitting a Response set forth in the Solicitation (i.e., the completeness of the Response which encompasses the inclusion of all required attachments and submissions). Responsiveness will also be examined as it pertains to items set forth in this Solicitation that state a Respondent may be deemed non-responsive based upon the content of their Response. The City will reject any Responses that are submitted late. Failure to meet any requirements in the Solicitation may result in the rejection of a Response as non-responsive.

2. **Responsibility**. The City will determine whether a Respondent is one with whom the City should do business. Factors the City may evaluate to determine responsibility include, but are not limited to: an excessively high or low priced Response; past performance under any agreement with the City; references from any source including, but not limited to, those

found outside the references listed in the Response and City employees, agents or officials who have experience with the Respondent; compliance with applicable laws; Respondent's record of performance and integrity (e.g. has the Respondent been delinquent or unfaithful to any contract with the City, whether the Respondent is qualified legally to contract with the City, financial stability and the perceived ability to perform completely as specified). A Respondent must at all times have financial resources sufficient, in the opinion of the City, to ensure the performance of the contract and must provide proof upon request. City staff may also use Dun & Bradstreet or any generally available industry information to evaluate the Respondent. The City reserves the right to inspect and review Respondent's facilities, equipment, and personnel and those of any identified subcontractors. The City will determine whether any failure to supply information or the quality of the information will result in Respondent being deemed non-responsible.

d. Respondents who have a Transaction Privilege Tax license for Mesa and who, if awarded a contract, would charge the City TPT to be paid to Mesa, will have 2.00% removed from the taxable item(s) from the price set forth in the Response for the purpose of award evaluation. The awarded Respondent shall however charge the full amount of tax on their invoice(s).

This consideration does not apply to:

1. Construction procurements or any other procurement done using Arizona Revised Statutes Title 34 processes.
2. Purchases using federal or other funds where the agreement that provided the funds precludes any local consideration or preference.

28. **COST JUSTIFICATION:** In the event, that only one Response to the Solicitation is received, the City may require the Respondent to submit a cost offer in sufficient detail for the City to perform a cost/price analysis to determine if the Response price is fair and reasonable.

29. **CONTRACT NEGOTIATIONS AND ACCEPTANCE:** Respondent must be prepared for the City to accept the Response as submitted. If Respondent fails to sign all documents necessary to successfully execute the final contract within a reasonable time as specified, or negotiations do not result in an acceptable agreement, the City may reject the Response or revoke the award and may begin negotiations with another Respondent. Final contract terms must be approved or signed by the appropriately authorized City official(s). No binding contract will exist between the Respondent and the City until the City executes a written contract or purchase order.

30. **NOTICE OF INTENT TO AWARD:** Notices of the City's intent to award a contract are posted to the Purchasing Division's website before 6:00 P.M. local Arizona time at least seven (7) calendar days before award.

It is the Respondent's responsibility to check the City of Mesa's Vendor Self Service portal at https://vendor.mesaaz.gov/ **to view Purchasing's Intent to Award notices.** This may be the only notification you will receive regarding the City's Intent to Award a contract related to this Solicitation.

INSTRUCTIONS

31. **PROTESTS AND APPEALS:** If a Respondent or any person believes there is a mistake, impropriety, or defect in the Solicitation, believes the City improperly rejected its Response, or believes the selected Response should not receive the City contract based upon a fact supported issue with the Solicitation or selected Respondent or otherwise protests the award to the Respondent, the Respondent may submit a written protest. All protests and appeals are governed by the City Procurement Rules ("Procurement Rules"). The rules surrounding protests and appeals may be found in Section 6 of the Procurement Rules which are located on the Purchasing Division website at http://mesaaz.gov/business/purchasing. Please see the Procurement Rules for more information on the submission of a protest and corresponding appeal rights; if there exists any discrepancy between this Section and the Procurement Rules, the language of the Procurement Rules will control.

ADDRESS PROTESTS TO:
Kristy Garcia
Procurement Administrator
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2655
Email: Kristy.Garcia@MesaAZ.gov

ADDRESS APPEALS TO:
Edward Quedens
Chief Procurement Officer
20 East Main Street, Suite 450
PO Box 1466
Mesa, Arizona 85211-1466
Fax: (480) 644-2687
Email: Ed.Quedens@MesaAZ.gov

32. **POLICY DOCUMENTS:** The City of Mesa Charter, Code, Procurement Rules, and Management Policy 200 govern this procurement and are incorporated as a part of this Solicitation by this reference. A copy of these documents may be found on Mesa Purchasing Division's website at www.mesaaz.gov/business/purchasing.

SCOPE OF WORK

This Scope of Work will be compiled into any resulting contract as Exhibit A.

1. **SCOPE OF WORK:** The City of Mesa (City) is issuing this Request for Proposal (RFP) to establish a contract for the purchase of Information Technology Solutions, Products, and Services. Details of the City's objectives and requirements to which the RFP relates are set out in the scope of work, specifications, questionnaires, pricing document, etc. The City welcomes proposals that are responsive to this RFP ("Proposals") respecting innovative or novel approaches to the City's objectives and requirements.

   After implementation and acceptance of the proposed solution by the City, the initial term will be four (4) years with an opportunity to renew for up to an additional six (6) years. The terms and conditions of any contract extension shall remain the same as the original contract as amended.

   Renewal options are based on Contractor(s) performance, service, and ability to provide high-quality products and demonstrate cost containment efforts. All renewal options and contract extensions shall be through a contract amendment and shall be at the sole discretion of the City.

2. **AWARD:** It is the City's intention that a single or limited number of awards be made under this solicitation. However, at the City's sole discretion, the City may consider multiple awards.

   Should a current contract holder be selected and awarded a new contract, the City reserves the right to transition said contractor to the new contract. The transition will take place over a three (3) to four (4) month period from the effective date of the newly awarded contract.

3. **CONFIDENTIALITY:** Unless receiving consent from the City Purchasing Office, Contractor shall not disclose, sell, or disseminate any data or information obtained in connection with this RFP and the resulting contract.

4. **MINIMUM QUALIFICATIONS:** The City has identified minimum qualifications for this Request for Proposal. The minimum qualifications questions are located in Request for Proposal Questionnaire A. Proposers are to read the requirements, and check yes or no.

5. **PRE-PROPOSAL CONFERENCE:**

   a. Pre-Proposal Conference will be held via an online meeting.
   b. Pre-Proposal Conference – Date and Time: **November 30, 2023, at 9:00 A.M. Local Arizona Time**
      i. **To join the pre-proposal conference, please visit the following website: Microsoft Teams Meeting Invite.**
      ii. **Teleconference Number: 480-535-7460; Conference ID: 563 141 386#**
   c. The purpose of this Pre-Proposal Conference is to provide an informal forum for Proposers to ask questions and gain clarifications on the requirements of the RFP. All Proposers that require formal responses to their questions or clarification must submit their questions in writing to the Procurement Officer and Procurement Specialist referenced in the RFP. All questions should be submitted via e-mail. **Please include the RFP number in all correspondence.**
   d. Proposers are cautioned that all remarks, clarifications, or responses provided to questions during Pre-Proposal Conference are non-binding and must be submitted in writing via email.
   e. **Deadline For Inquiries: December 1, 2023 - 10:00 A.M. Local Arizona Time**

6. **OMNIA PARTNERS CONTRACT REQUIREMENTS.** The City of Mesa, as the Principal Procurement Agency, defined in ATTACHMENT E, 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 City of Mesa is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a "Participating Public Agency") and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on ATTACHMENT E, or as otherwise agreed to. ATTACHMENT E 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, our participants have access to competitively solicited and publicly awarded cooperative agreements. For all public sector contracts, the lead agency contracting process continues to be the foundation on which we were established. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

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

The City of Mesa anticipates spending approximately $150 million over the full potential Master Agreement term for Technology Solutions and Services. While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Technology Solutions and Services purchased under the Master Agreement through OMNIA Partners is approximately $1.5 billion. This projection is based on the current annual volumes among the City of Mesa, 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.

7. **ORDERING.** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Supplier are the following:

    a. Online
    b. Email
    c. Telephone
    d. Fax

8. **DELIVERY REQUIREMENT.** The contractor agrees to deliver all products to the desktop of the ordering customer and be delivered F.O.B. destination, freight pre-paid and allowed to various locations throughout the City. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department. This is the City of Mesa requirement and other participating agencies may have other delivery requirements.

SCOPE OF WORK

9. **SCOPE OF PRODUCTS.** The intent of this solicitation is to establish a contract with the ability to purchase a comprehensive, wide variety of Information Technology Solution Products and Services including but not limited to the following categories:

   a. Software: National brand name Microsoft, Google, Oracle, Enterprise applications/solutions, cyber security applications/solutions, etc.

   b. Personal Computer Systems: National brand name desktop PCs, notebooks, laptops, tablets, and other related devices from Enterprise Tier and Middle Tier Contractors that are business related computers, manufactured by companies, such as, Apple, COMPAQ, Dell, Gateway, Hewlett Packard, IBM / Lenovo, Panasonic, and Toshiba. Product will include the operating system license, software media and documentation in the hardware shipment.

   c. Standard Business Workstation: These will be used for typical tasks, which will include word processing, spreadsheet analysis, database management, business graphics, statistical analysis, internet, and other office automation activities. Product will include the operating system license, software media and documentation in the hardware shipment.

   d. High End Workstation: These will be used by application developers using GIS, CASE or other high-level language development tools, Computer Aided Design and Drafting professional, Internet Application developers or other sophisticated application work. Product will include the operating system license, software media and documentation in the hardware shipment.

   e. Laptop Computer or Notebook: These will be used by traveling or remote access user for typical office automation and business productivity use. With a port replicator or docking station, it may also be used as a standard desktop. Product will include the operating system license, software media and documentation in the hardware shipment.

   f. Network Equipment: This includes equipment primarily used for communications over an IP network. This includes servers (physical and virtual), layer 2 and layer 3 switches, routers, area wireless access points, point-to-point wireless access, optics, media interfaces (i.e. serial, T1, T3, OC3) and fiber channel. Class of equipment should include home office, small and medium business, and enterprise. Contractors may include, but not limited to, Cisco Systems, Dell, Juniper Networks, HP, Extreme Networks, Enterasys Networks, D-Link, Netgear, and Brocade Communications Systems.

   g. Monitors: These will include plug and play compatible monitors that are manufactured for the above systems and/or any other brand that may be specifically called for by the ordering entity and which meet the most current UL and OSHA requirements.

   h. Computer and Network Products, Peripherals, Accessories, and Components: Complete availability of major manufacturer's product lines on items such as, but not limited to RAM, graphic accelerator cards, network interface cards, cables, printers, scanners, monitors, AV equipment, unified communications hardware, mobility hardware, modems, routers, switches, keyboards, drives, memory cards, cables, batteries, power management, supplies, etc.

   i. Information Technology/Educational Furniture: Includes furniture design, delivery, installation, parts, maintenance, and repair and replacement.

   j. Services: Services such as, but not limited to cloud computing, consulting, technical support, leasing/financing, trade-ins, repair, design, analysis, configuration, implementation, installation, training, maintenance, advisory, managed and support services, staff augmentation, professional services, etc. In addition, services that are

related to the design, use, or operation of the products being purchased such as system configurations, testing, hardware/software installation, upgrades, imaging, etc. Services may also include materials, equipment, and supplies provided by the Reseller under an SOW.

Note: All hardware should come assembled. For example, if extra memory, additional drives, or peripherals are ordered, the Contractor must install them unless the Participating Agency requests, that they not be installed.

k. Comprehensive Product Offering: Offeror's complete catalog and services offered shall be available. Each offeror awarded a contract under this solicitation may offer their complete product and service offering. Pricing for products and services must be entered on the appropriate section of the Price Page. The City reserves the right to accept or reject any or all items offered.

l. Financing: Options available such as lease programs and conditional sales contracts.

10. **LICENSES.** Participating Agencies may be required to sign a separate agreement, rider, or End User Licensing Agreement ("EULA"), etc., as required by manufacturers.

11. **DEFECTIVE PRODUCT.** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping, or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) business days of initial notification.

31. **INTERVIEWS/DEMONSTRATION:** The top scoring firm(s) **may be** invited for interviews/demonstrations at no additional cost to the City. Proposers that refuse an invitation will be removed from further consideration in the RFP evaluation process.

33. **REQUIREMENTS:** The requirements stated in this Request for Proposal (Scope, Specifications, Questionnaires, pricing, etc. (collectively, the "**Requirements**") are current as of the date issued, but they may change or be refined in the course of the evaluation of Proposals or otherwise.

34. **SUPPLEMENTAL PRODUCTS AND SERVICES:** The scope described in this RFP is preliminary in nature and intended to provide Proposers with a general overview of the major tasks envisioned as part of this solicitation. The City reserves the right to expand and/or reduce the Project Objectives as may be appropriate based on the technical content of the successful Proposer's proposal and/or during contract negotiations based on budget considerations.

35. **INVOICING/PAYMENT:**

a. Invoices shall be emailed to:
   i. Department of Innovation and Technology: DoITpayables@MesaAZ.gov for the fastest processing.
   ii. Vendors shall not invoice for products/service items not shipped or performed, as this will delay payment of the entire invoice.
b. Invoices shall include the following:
   i. delivery order (DO) #,
   ii. part number(s),
   iii. products/services descriptions,
   iv. list price, percent discount,
   v. city cost (contract pricing),
   vi. if applicable sales tax.
c. Contractor shall not invoice for items not delivered as this will delay payment of the entire invoice.
d. Contractor shall e-mail invoices to the appropriate email address above no later than five

(5) to seven (7) calendar days after the product/services is received by the City.

e. Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of an invoice, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

36. **CONTRACT KICK-OFF MEETING:** A kick-off meeting will be held after the award of contract. The contractor(s) and its team will meet with City of Mesa staff to conduct introductions and next steps.

37. **PROPOSAL QUESTIONNAIRES:**

a. Proposers shall use the Questionnaire/Response Forms provided. (Attachment C)
b. Proposal Questionnaire/Response Forms will be used to assist in determining which proposed solution is in the best interest of the City.
c. The City is the sole judge as to determining what is in the best interest of the City.
d. If supporting documentation is required, Proposer shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in the rejection of a Proposal.
e. Supporting documentation must be placed in TAB D.

38. **REQUEST FOR PROPOSAL PRICE SHEET:**

a. Proposals shall be submitted on the Pricing Form provided.
b. Complete Price Sheet (Attachment A).
    i. The cost portion of the Response should include the following criteria:
        1. Provide price proposal as requested on the Pricing Document (Attachment A – "National" TAB) attached herein. In addition to indicating your proposed discounts on the Price Page, you must also apply those discounts to the sample items listed in the City's Market Basket listed in Attachment A.
        2. Propose and provide details of additional discounts or rebates for volume orders, special manufacturers' offers, free goods program, total annual spend, etc.
c. Price Proposal must be submitted using only the City's Pricing Forms and in an MS Excel format.
d. Failure to do so may result in the loss of points.
e. The City of Mesa will not pay any hidden costs or add-on fees for equipment and services not described in the Proposer's response.

39. **CONTRACT TERMS AND NEGOTIATION SCHEDULE:** Proposer will be expected to utilize the Agreements included in this Solicitation. The Proposer will be expected to complete negotiation for the final contract within one (1) month from notice of intent to award of the contract and start working on the project within thirty (30) days after contract award or contract has been signed. If an acceptable contract cannot be negotiated within this time frame, the City may formally end negotiations and begin negotiating with the next highest scoring Proposer.

Awarded Contractor(s) will be required the sign the City of Mesa and OMNIA Partners agreements contained in this Request for Proposal.

ATTACHMENT A
PRICING

Respondent must utilize the below document when responding to this Solicitation and **return the document in an Excel** format with their response.

RFP 2024056 Price Sheet.xlsx

(Double Click Icon to Open)

ATTACHMENT B
REQUIRED RESPONSE FORMS



Solicitation Required
Response Forms.docx

(Double Click Icon to Open)

ATTACHMENT C
REQUSET FOR PROPOSAL 2024056 QUESTIONNAIRE

The City will evaluate and score Attachment A, Attachments C, D, and E (those responses deemed necessary to evaluate proposers qualifications and approach).

Questionnaire Instructions

Respondents must respond to each question by using the response box provided, failure to do so may result in your firm's response being found non-responsive.

Respondents must read and complete the Response Questionnaire of this RFP and provide any documentation required to support the answers to each question. Vague or disorganized Responses that do not allow sufficient information for evaluation purposes may result in rejection of a Response.

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee. All Respondents are evaluated on the information contained in their Response and presentations, if requested. All Responses must be prepared as if the evaluation committee has no knowledge of the firm, their qualifications, or past projects.

Responses to the questionnaire and related documents and exhibits are to be organized in the same sequence as presented in the questionnaire. Supporting documents and exhibits not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

How to Respond

The Respondent should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

Minimums Qualification

The following requirement(s) have been identified as minimums for this procurement. A "No" response to any of the following question(s) (**1**) may be deemed non-responsive and the firm will be removed from the evaluation process.?

Explanation

The contractor shall provide an explanation to each question/specification, and it is your firm's responsibility to ensure that your explanation supports the chosen response (Yes, No). The City reserves the right to correct any Contractor selected response based on Contractor's explanation to each question/specification. Proposers will be scored on selected response (yes or no) and explanations given.

		Complies		***Explanations***
1.	Contractor shall have been in the business of providing the products and services described in this RFP for at least two (2).	Yes No	☒ ☐	Response:

Firms Qualifications and General Information

	Question	Response
1.	Brief history and description of Supplier to include experience providing similar products and services.	

2.	Total number and location of salespersons employed by Supplier.			
3.	Number and location of support centers (if applicable) and location of corporate office.			
4.	Describe any debarment or suspension actions taken against supplier			
5.	Is your firm in the process of being sold.	Yes No	☐ ☐	If yes, please explain:
6.	List three (3) government agencies references for an equivalent products and services contained in this Request for Proposal. References should be current customers and verifiable and should be able to comment on the Offeror's related experience. **A government agency is defined as Federal, State, County, City/Town, State/Local University/College, and School Districts.**			
	• Name of agency/firm • Contact person(s) with direct knowledge of the proposed solution and services provided. • Phone number • E-mail address • Products and Services provided • Length of business relationship (time)	**Response Below**		
	Reference #1:			
	Reference #2:			
	Reference #3:			
	NOTE: • References listed will not be held confidential and the City will not honor Respondent's request to keep the information confidential. • Initial evaluation - Respondents will be evaluated based on the information requested and provided by references. • The City reserves the right, but does not have the obligation, to contact any or all the provided references. Proposers are encouraged to provide detailed information about each reference in the Response Questionnaire as the City may not directly contact a reference and, instead, use the information provided about a reference in the Response for evaluation.			

	• The City reserves the right to contact additional clients or persons for references.	
7.	Describe how supplier differentiates itself from its competitors.	

Firms Method and Approach		
	Question	**Response**
1.	Provide a description of all services that can be provided by your firm or partners (e.g., cloud, services, maintenance, implementation, design, analysis, training, repair, staff augmentation, etc.).	
2.	Please describe any local diversity program(s) or partnership your firm currently have in place. Response should also include the following: • Please define qualifications for small business/diversity program or partnership. • Does your firm have a mentoring program that supports your local partnerships? If, yes, please provide the details of your mentoring program. • Any required certifications • Number of States and Cities currently available? • Plan to expand to other States and Cities.	
3.	Please provide a statement regarding any sustainable, environmental, or socially responsive initiatives or practices your firm or suppliers have engaged in. This can be related to the specific products and/or services contained in this RFP.	
4.	Does your firm or partners use packaging that is reusable or recyclable?	
5.	Does your firm or partners operate hybrid vehicles? If yes, please describe the vehicles.	
6.	Does your firm or partners vehicles operate/run on renewable fuels such as, but not limited to biodiesel, biogas, or renewably product synthetic fuels? If yes, please describe the vehicles.	
7.	Does your firm or partners use any of your firms' vehicles have automatic start/stop technology?	
8.	Please explain your firm's process for accepting and process requests for quotes using contract rates. Please include number of days or hours required to	

	generate/issue request quote and deliver to customer.	
9.	How many orders are processed daily on an average?	
10.	What is the highest number of orders processed in a single day?	
11.	Describe your delivery commitment:	
	a. What is your fill rate guarantee?	
	b. What are your delivery days?	
	c. Do you offer next day delivery?	
	d. How do you facilitate emergency orders?	
	e. Are shipping charges exempt for ALL who use this contract?	
	f. Describe how problems (such as a customer ordering a wrong product or a customer receiving a defective product; etc.) are resolved.	
12.	Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice?	
13.	Describe the types of customer service available to agencies that use this contract:	
	a. Is online support available?	
	b. Is phone support available?	
	c. Other?	
	d. Can agencies request a dedicated service representative and/or a dedicated service team? If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?	
	e. State any return and restocking policy, and any fees, if applicable associated with returns.	
	f. How are problems resolved?	
	g. What are the location and hours of your call centers?	
	h. What response time is guaranteed when a customer service request is made?	
	i. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?	
	j. Describe in detail your company's ability to hold/warehouse customers' orders and if there are any cost associated.	

14.	Describe how your company will assist customers in navigating OEM warranty process.	
15.	Describe how your firm will notify customers of new products.	
16.	Describe how your company will assist and support customers when their standardized is reaching EOL (end of life).	
17.	Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support available, the location of technical support, and the hours of technical support. Is it the intent to use employees of your company or will this be an outsourced function?	
18.	Describe options for leasing and financing and the various payment methods accepted.	
19.	Please explain your firm's process in assisting agencies with identifying software solutions providers. Response should include how your team will assist agencies identify their business needs, determine which business partners can meet the identified business needs and services required. Services could include solution analysis, configuration, Implementation, installation, training and maintenance and support services.	

ATTACHMENT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS



Special Terms and
Conditions for Fede

(Double Click Icon to Open)

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

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

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

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 City of Mesa (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 Technology Solutions and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

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

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the

capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

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

1.2 Marketing, Sales and Administrative Support

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

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

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

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

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

A. Individual sales calls
B. Joint sales calls
C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

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

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing

B. Training sessions for Public Agency teams

C. Training sessions for Supplier teams

D. Regular business reviews to monitor program success

E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately 1.5 billion annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

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

conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

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

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

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

2.1 Corporate Commitment

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

2.2 Pricing Commitment

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

2.3 Sales Commitment

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

3.0 SUPPLIER RESPONSE

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

3.1 Company

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

B. Total number and location of salespersons employed by Supplier.

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

D. Annual sales for the three previous fiscal years.

   a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

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

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

   a. Minority Women Business Enterprise

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

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

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   c. Historically Underutilized Business (HUB)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   d. Historically Underutilized Business Zone Enterprise (HUBZone)

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

   e. Other recognized diversity certificate holder

      ☐ Yes ☐ No

      If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-

owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

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

K. Felony Conviction Notice: Indicate if the supplier

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

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

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

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

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

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

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

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

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

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

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

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

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

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

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

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

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

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;

- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

   i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
   ii. Best government pricing
   iii. No cost to participate
   iv. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

   i. Key features of Master Agreement
   ii. Working knowledge of the solicitation process
   iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
   iv. Knowledge of benefits of the use of cooperative contracts

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

   i. Executive Support
   ii. Marketing
   iii. Sales
   iv. Sales Support
   v. Financial Reporting
   vi. Accounts Payable
   vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

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

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

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

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

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

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

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

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

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

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

ADMINISTRATION AGREEMENT

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

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

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

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

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

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

DEFINITIONS

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

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

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

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

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

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

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-

Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

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

TERM OF AGREEMENT; TERMINATION

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

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the

OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website. Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of __ percent (__%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds and credits on returns, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice

to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

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

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
5001 Aspen Grove
Franklin, TN 37067
Attention: Legal Department - Public Sector Contracting

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

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

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

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, Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies ("**Participating Public Agencies**"), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

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

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

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

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements

of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

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

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

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

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

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

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

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

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

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

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

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**"), [PPA Name] 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 **[PPA Name]** ("**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, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	Uniqueld	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

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

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

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

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

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

Covered telecommunications equipment or services means–

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

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

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

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

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

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

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

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

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

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

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

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

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

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

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

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

(b) *Prohibition*.

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

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

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

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

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

(d) Reporting requirement.

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

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

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

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

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

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

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

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

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

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

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

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

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

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

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

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

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

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

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by

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

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

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

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

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

(l) 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 (l) 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, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 Federal 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 of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.
Check for YES: □

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)
Certificate of Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.
Check for YES: □

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)
The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.
Check for YES: □

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror's Name: _____
Address, City, State, and Zip Code: _____
Phone Number: _____
Fax Number: _____

Printed Name and Title of Authorized Representative: _____
Email Address: _____
Signature of Authorized Representative: _____
Date: _____

CERTIFICATION OF COMPLIANCE WITH BUY AMERICAN PROVISIONS

Unless Supplier is exempt *(See FAR 25.103*), when authorized by statute or explicitly indicated by Participating Public Agency, Buy American requirements will apply where only unmanufactured construction material mined or produced in the United States shall be used *(see Subpart 25.6 – American Recovery and Reinvestment Act-Buy American statute for additional details).*

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

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

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name:

_____

Address, City, State, and Zip Code:

_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:

_____

Email Address:

_____

Signature of Authorized Representative: _____Date: _____

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) 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 and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

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

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

Conflicts of Interest

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

Contractor Integrity

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

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

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. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations
For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R.
§ 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p.

339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41
C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property,

iii. including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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

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

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

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

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

paragraph (b)(2) of this section.

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such

as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to

influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds
$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. **DOMESTIC PREFERENCES FOR PROCUREMENTS**

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

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

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

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

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

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

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

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

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected

with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

Offeror's Name: _____

Address, City, State, and Zip Code:
_____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative:
_____

Email Address: _____

Signature of Authorized Representative: _____

Date: _____

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 Disclosure of Investment Activities in Iran, Russia and Belarus

DOC #7 New Jersey Business Registration Certificate

DOC #8 EEOAA Evidence

DOC #9 MacBride Principals Form

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.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____relies upon the truth of the statements
(name of contracting unit)
contained in said Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

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

Company Name: _____
Street: _____
City, State, Zip Code: _____

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

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 project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

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

_____ _____
Date ***Authorized Signature and Title***

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 Subchapter 10 of the Administrative Code (NJAC 17:27).

_____

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

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

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

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

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

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

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

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

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

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

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

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

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

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

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

Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature _____ Printed Name _____ Title _____

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

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:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☐ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

_____
(Affiant)

_____
(Print name & title of affiant)

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN, RUSSIA AND BELARUS

N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) and N.J.S.A. 52:32-60.1 any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran, Russia or Belarus. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/. Vendors/Bidders must review this list prior to completing the below certification. If the Qualified Purchasing Agent of the Atlantic County Utilities Authority finds a person or entity to be in violation of the law, he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☐ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), and N.J.S.A. 52:32-60.1 that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran, Russia or Belarus.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____

Relationship to Vendor/ Bidder _____

Description of Activities _____

_____

_____

Duration of Engagement _____

Anticipated Cessation Date _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the ACUA is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the ACUA to notify the Qualified Purchasing Agent in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the ACUA, I am permitting the ACUA to declare any contract(s) resulting from this certification void and unenforceable.

_____ _____

Printed Name of Authorized Agent *Signature of Authorized Agent*

_____ _____

Title *Date*

_____

Company Name

DOC #7

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

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

https://www.njportal.com/DOR/BusinessRegistration/

DOC #8

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action

Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

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

Name: _____ Title: _____

Signature: _____ Date: _____

DOC #9
MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: _____ **VENDOR/BIDDER:** _____

VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND ACT OF 1989

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☐ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and

it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

_____

Signature Date

_____

Print Name and Title

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

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

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

Certain Public Agencies and Political Subdivisions:

ATTACHMENT D
OMNIA PARTNERS PPA

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR
CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT

ATTACHMENT D
OMNIA PARTNERS PPA

CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT
LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT

ATTACHMENT D
OMNIA PARTNERS PPA

MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

ATTACHMENT D
OMNIA PARTNERS PPA

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT

ATTACHMENT D
OMNIA PARTNERS PPA

COUNTY OF WASHINGTON, UT

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

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR
BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR

ATTACHMENT D
OMNIA PARTNERS PPA

BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

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

ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR
HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR

KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR
LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR

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

ATTACHMENT D
OMNIA PARTNERS PPA

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR

ATTACHMENT D
OMNIA PARTNERS PPA

PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR
RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR

ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR

STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR
TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR

ATTACHMENT D
OMNIA PARTNERS PPA

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

ATTACHMENT D
OMNIA PARTNERS PPA

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS

ATTACHMENT D
OMNIA PARTNERS PPA

SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT
ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT

SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
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

EXHIBIT 1
DRAFT AGREEMENT

AGREEMENT PURSUANT TO SOLICITATION

CITY OF MESA AGREEMENT NUMBER 2024056
INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES

CITY OF MESA, Arizona ("City")

Department Name	City of Mesa – Purchasing Division
Mailing Address	P.O. Box 1466
	Mesa, AZ 85211-1466
Delivery Address	20 East Main St, Suite 450
	Mesa, AZ 85201
Attention	Ted Stallings Procurement Officer II
E-Mail	Ted.Stallings@MesaAZ.org
Phone	(480) 644-2815

With a copy to: City of Mesa – Using Department
Attn: Name, Title
P.O. Box 1466
Mesa, AZ 85211-1466
EndUserEmail@MesaAZ.gov

AND

COMPANY NAME, ("Contractor")

Mailing Address	
Remit to Address	
Attention	
E-Mail	
Phone	
Fax	

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

CITY OF MESA AGREEMENT PURSUANT TO SOLICITATION

This Agreement pursuant to Solicitation ("Agreement") is entered into this ___ day of _____, 2023, by and between the City of Mesa, Arizona, an Arizona municipal corporation ("City"), and CompanyName, a(n) State corporation/company/natural person ("Contractor"). The City and Contractor are each a "Party" to the Agreement or together are "Parties" to the Agreement.

RECITALS

A. The City issued Solicitation number **2024056** ("Solicitation") for **INFORMATION TECHNOLOGY SOLUTIONS PRODUCTS AND SERVICES**, to which Contractor provided a response ("Response"); and

B. The City Selected Contractor's Response as being in the best interest of the City and wishes to engage Contractor in providing the services/materials described in the Solicitation and Response.

In consideration of the reciprocal promises contained in the Agreement, and for other valuable and good consideration, which the Parties acknowledge the receipt and sufficiency of, the Parties agree to the following Terms & Conditions.

TERMS & CONDITIONS

1. **Term**. This Agreement is for a term beginning on **TBD** and ending on **TBD**. The use of the word "Term" in the Agreement includes the aforementioned period as well as any applicable extensions or renewals in accordance with this Section 1.

    1.1 **Renewals.** On the mutual written agreement of the Parties, the Term may be renewed up to a maximum of six (6) years. Any renewal(s) will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

    1.2 **Extension for Procurement Processes**. Upon the expiration of the Term of this Agreement, including any renewals permitted herein, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City's procurement processes in the selection of a vendor to provide the services/materials provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days before the expiration of the Term. Any extension under this Subsection 1.2 will be a continuation of the same terms and conditions as in effect immediately before the expiration of the then-current term.

2. **Scope of Work**. The Contractor will provide the necessary staff, services, and associated resources to provide the City with the services, materials, and obligations attached to this Agreement as **Exhibit A** ("Scope of Work") Contractor will be responsible for all costs and expenses incurred by Contractor that are incident to the performance of the Scope of Work unless otherwise stated in **Exhibit A**. Contractor will supply all equipment and instrumentalities necessary to perform the Scope of Work. If set forth in **Exhibit A**, the City will provide Contractor's personnel with adequate workspace and such other related facilities as may be required by Contractor to carry out the Scope of Work.

    The Agreement is based on the Solicitation and Response which are hereby incorporated by reference into the Agreement as if written out and included herein. In addition to the requirements specifically set forth in the Scope of Work, the Parties acknowledge and agree that the Contractor shall perform in accordance with all terms, conditions, specifications, and other requirements set forth within the Solicitation and Response unless modified herein.

3. **Orders**. Orders are placed with the Contractor by either a: (i) Purchase Order when for a one-time purchase; (ii) Notice to Proceed, or (iii) Delivery Order off of a Master Agreement for Requirement Contract where multiple as-needed orders will be placed with the Contractor. The City may use the Internet to communicate with Contractor and to place orders as permitted under this Agreement

4. **Document Order of Precedence**. In the event of any inconsistency between the terms of the body of the Agreement, the Exhibits, the Solicitation, and Response, the language of the documents will control in the following order.

    a. Agreement
    b. Exhibits
        1. Mesa Standard Terms & Conditions
        2. Scope of Work
        3. Other Exhibits not listed above
    c. Solicitation including any addenda
    d. Contractor Response

5. **Payment.**

    5.1 **General**. Subject to the provisions of the Agreement, the City will pay Contractor the sum(s) described in **Exhibit B** ("Pricing") in consideration of Contractor's performance of the Scope of Work during the Term.

    5.2 **Prices**. All pricing shall be firm for the Term and all extensions or renewals of the Term except where otherwise provided in this Agreement and include all costs of the Contractor providing the materials/service including transportation, insurance, and warranty costs. No fuel surcharges will be accepted unless allowed in this Agreement. The City shall not be invoiced at prices higher than those stated in the Agreement.

    The Contractor further agrees that any reductions in the price of the materials or services covered by this Agreement will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

    No price modifications will be accepted without proper request by the Contractor and response by the City's Purchasing Division.

    5.3 **Price Adjustment**.

    Any requests for reasonable price adjustments must be submitted in accordance with this Section 5.3. Requests for adjustment in the cost of labor and/or materials must be supported by appropriate documentation. There is no guarantee the City will accept a price adjustment therefore Contractor should be prepared for the Pricing to be firm over the Term of the Agreement. The City is only willing to entertain price adjustments based on an increase to Contractor's actual expenses or other reasonable adjustments in providing the services/materials under the Agreement. If the City agrees to the adjusted price terms, the City shall issue written approval of the change.

    Products - During the ninety (90) to sixty (60) day period before annual anniversary date of the Agreement, the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

Services (Price Sheet, National Tab) – Every six months (6), the Contractor may submit a written request to the City to allow an increase to the prices in an amount not to exceed the twelve (12) month change in the ***Consumer Price Index for All Urban Consumers*** (CPI-U), US City Average, All Items, Not Seasonally Adjusted as published by the U.S. Department of Labor, Bureau of Labor Statistics (http://www.bls.gov/cpi/home.htm). The City shall review the request for adjustment and respond in writing; such response and approval shall not be unreasonably withheld.

5.4 **Renewal and Extension Pricing**. Any extension of the Agreement will be at the same pricing as the initial Term. If the Agreement is renewed in accordance with Section 1, pricing may be adjusted for amounts other than inflation that represent actual costs to the Contractor based on the mutual agreement of the parties. The Contractor may submit a request for a price adjustment along with appropriate supporting documentation demonstrating the cost to the Contractor. Renewal prices shall be firm for the term of the renewal period and may be adjusted thereafter as outlined in the previous section. There is no guarantee the City will accept a price adjustment.

5.5 **Invoices**. Payment will be made to Contractor following the City's receipt of a properly completed invoice. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by the City; the terms of the contractual relationship between the Parties are as set forth in this Agreement. Any issues regarding billing or invoicing must be directed to the City Department/Division requesting the service or material from the Contractor. A properly completed invoice should contain, at a minimum, all of the following:

a. Contractor name, address, and contact information;
b. City billing information;
c. City contract number as listed on the first page of the Agreement;
d. Invoice number and date;
e. Payment terms;
f. Date of service or delivery;
g. Description of materials or services provided;
h. If materials provided, the quantity delivered and pricing of each unit;
i. Applicable Taxes;
j. If applicable, mileage or travel costs; and
k. Total amount due.

5.6 **Payment of Funds**. Contractor acknowledges the City may, at its option and where available use a Credit Card/Procurement Card to make payment for orders under the Agreement with no additional charge/fee. Otherwise, payment will be through a traditional method of a check.

5.7 **Disallowed Costs, Overpayment**. If at any time the City determines that a cost for which payment was made to Contractor is a disallowed cost, such as an overpayment or a charge for materials/service not in accordance with the Agreement, the City will notify Contractor in writing of the disallowance; such notice will state the means of correction which may be, but is not limited to, adjustment of any future claim/invoice submitted by Contractor in the amount of the disallowance, or to require repayment of the disallowed amount by Contractor. Contractor will be provided with the opportunity to respond to the notice.

6. **Insurance**.

6.1 Contractor must obtain and maintain at its expense throughout the term of Contractor's agreement, at a minimum, the types and amounts of insurance set forth in this Section 6 from insurance companies authorized to do business in the State of Arizona; the insurance must cover the materials/service to be provided by Contractor under the Agreement. For any

insurance required under the Agreement, Contractor will name the City of Mesa, its agents, representatives, officials, volunteers, officers, elected officials, and employees as additional insured, as evidenced by providing either an additional insured endorsement or proper insurance policy excerpts.

6.2 Nothing in this Section 6 limits Contractor's responsibility to the City. The insurance requirements herein are minimum requirements for the Agreement and in no way limit any indemnity promise(s) contained in the Agreement.

6.3 The City does not warrant the minimum limits contained herein are sufficient to protect Contractor and subcontractor(s) from liabilities that might arise out of performance under the Agreement by Contractor, its agents, representatives, employees, or subcontractor(s). Contractor is encouraged to purchase additional insurance as Contractor determines may be necessary.

6.4 Each insurance policy required under the Agreement must be in effect at or before the execution of the Agreement and remain in effect for the term of the Agreement.

6.5 Before the execution of the Agreement, Contractor shall verify insurance coverage and may be asked to will provide the City with a Certificate of Insurance (using an appropriate "ACORD" or equivalent certificate) signed by the issuer with applicable endorsements. The City reserves the right to request additional copies of any or all of the policies, endorsements, or notices relating thereto required under the Agreement.

6.6 When the City requires a Certificate of Insurance to be furnished, Contractor's insurance is primary of all other sources available. When the City is a certificate holder and/or an additional insured, Contractor agrees no policy will expire, be canceled, or be materially changed to affect the coverage available without advance written notice to the City.

6.7 The policies required by the Agreement must contain a waiver of transfer rights of recovery (waiver of subrogation) against the City, its agents, representatives, officials, volunteers, officers, elected officials, and employees for any claims arising out of the work of Contractor.

6.8 All insurance certificates and applicable endorsements are subject to review and approval by the City's Risk Management Division.

6.9 **Types and Amounts of Insurance**. Contractor must obtain and retain throughout the term of the Agreement, at a minimum, the following:

6.9.1 Worker's compensation insurance in accordance with the provisions of Arizona law. If Contractor operates with no employees, Contractor must provide the City with written proof Contractor has no employees. If employees are hired during the course of this Agreement, Contractor must procure worker's compensations in accordance with Arizona law.

6.9.2 The Contractor shall maintain at all times during the term of this contract, a minimum amount of $1 million per occurrence/$2 million aggregate Commercial General Liability insurance, including Products and Contractual Liability. For General Liability insurance, the City of Mesa, their agents, officials, volunteers, officers, elected officials, or employees shall be named as additional insured, as evidenced by providing an additional insured endorsement.

6.9.3 Automobile liability, bodily injury, and property damage with a limit of $1 million per occurrence including owned, hired, and non-owned autos.

7. **Requirements Contract**. Contractor acknowledges and agrees the Agreement is a requirements contract; the Agreement does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when the City identifies a need and issues a purchase order or a written notice to proceed. The City reserves the right to cancel purchase orders or a notice to proceed within a reasonable period of time of issuance; any such cancellation will be in writing. Should a purchase order or notice to proceed be canceled, the City agrees to reimburse Contractor for any actual and documented costs incurred by Contractor. The City will not reimburse Contractor for any avoidable costs incurred after the receipt of cancellation including, but not limited to, lost profits, shipment of product, or performance of services.

8. **Notices.** All notices to be given pursuant to the Agreement will be delivered to the Contractor as listed on Page 1 of this Agreement. Notice will be delivered pursuant to the requirements set forth in the Mesa Standard Terms and Conditions that is attached to the Agreement as **Exhibit C**.

9. **Representations of Contractor**. To the best of Contractor's knowledge, Contractor agrees that:

   a. Contractor has no obligations, legal or otherwise, inconsistent with the terms of the Agreement or with Contractor's undertaking of the relationship with the City;

   b. Performance of the services called for by the Agreement do not and will not violate any applicable law, rule, regulation, or any proprietary or other right of any third party;

   c. Contractor will not use in the performance of Contractor's responsibilities under the Agreement any proprietary information or trade secret of a former employer of its employees (other than City, if applicable); and

   d. Contractor has not entered into and will not enter into any agreement, whether oral or written, in conflict with the Agreement.

10. **Mesa Standard Terms and Conditions**. **Exhibit C** to the Agreement is the Mesa Standard Terms and Conditions as modified by the Parties, which are incorporated by reference into the Agreement as though fully set forth herein. In the event of any inconsistency between the terms of the Agreement and the Mesa Standard Terms and Conditions, the language of the Agreement will control. The Parties or a Party are referred to as a "party" or "parties" in the Mesa Standard Terms and Conditions. The Term is referred to as the "term" in the Mesa Standard Terms and Conditions.

11. **Counterparts and Facsimile or Electronic Signatures**. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original and all of which, taken together, will constitute one agreement. A facsimile or other electronically delivered signature to the Agreement will be deemed an original and binding upon the Party against whom enforcement is sought.

12. **Incorporation of Recitals and Exhibits.** All Recitals and Exhibits to the Agreement are hereby incorporated by reference into the Agreement as if written out and included herein. In the event of any inconsistency between the terms of the body of the Agreement and the Exhibits, the language of the Agreement will control.

    Exhibits to this Agreement are the following:

    - (A) Scope of Work / Technical Specifications
    - (B) Pricing
    - (C) Mesa Standard Terms and Conditions
    - (D) Special Terms and Conditions for Federal Funds

13. **Attorneys' Fees**. The prevailing Party in any litigation arising out of the Agreement will be entitled to the recovery of its reasonable attorney's fees, court costs, and other litigation-related costs and fees from the other Party.

14. **Additional Acts**. The Parties agree to execute promptly such other documents and to perform such other acts as may be reasonably necessary to carry out the purpose and intent of the Agreement.

15. **Headings.** The headings of the Agreement are for reference only and will not limit or define the meaning of any provision of the Agreement.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

By executing below, each Party acknowledges that it understands, approves, and accepts all of the terms of the Agreement and the attached exhibits.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF MESA, ARIZONA

By: _____

_____
Printed Name

_____
Title

_____
Date

CONTRACTOR NAME

By: _____

_____
Printed Name

_____
Title

_____
Date

REVIEWED BY:

By: _____
Ted Stallings, CPPB
Procurement Officer II

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT A
SCOPE OF WORK

The Scope of Work / Technical Specifications and Vendor Response will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT B
PRICING

Attachment A Pricing will be added here when Agreement is finalized.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT C
MESA STANDARD TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR.** It is expressly understood that the relationship of Contractor to City will be that of an independent contractor. Contractor and all persons employed by Contractor, either directly or indirectly, are Contractor's employees, not City employees. Accordingly, Contractor and Contractor's employees are not entitled to any benefits provided to City employees including, but not limited to, health benefits, enrollment in a retirement system, paid time off or other rights afforded City employees. Contractor employees will not be regarded as City employees or agents for any purpose, including the payment of unemployment or workers' compensation. If any Contractor employees or subcontractors assert a claim for wages or other employment benefits against City, Contractor will defend, indemnify, and hold harmless City from all such claims.

2. **SUBCONTRACTING.** Contractor may not subcontract work under this Agreement without the express written permission of City. If Contractor has received authorization to subcontract work, it is agreed that all subcontractors performing work under the Agreement must comply with its provisions. Further, all agreements between Contractor and its subcontractors must provide that the terms and conditions of this Agreement be incorporated therein.

3. **ASSIGNMENT.** This Agreement may not be assigned, either in whole or in part, without first receiving City's written consent. Any attempted assignment, either in whole or in part, without such consent will be null and void and in such event City will have the right, at its option, to terminate the Agreement. No granting of consent to any assignment will relieve Contractor from any of its obligations and liabilities under the Agreement.

4. **SUCCESSORS AND ASSIGNS, BINDING EFFECT.** This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.

5. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create or will create, any benefits, rights, or responsibilities for any third parties.

6. **NON-EXCLUSIVITY.** City, in its sole discretion, reserves the right to request the materials or services set forth herein from other sources when deemed necessary and appropriate. No exclusive rights are encompassed through this Agreement.

7. **AMENDMENTS.** There will be no oral changes to this Agreement. This Agreement can only be modified in writing and signed by both parties. No charge for extra work or material will be allowed unless approved in writing, in advance, by City and Contractor.

8. **TIME OF THE ESSENCE.** Time is of the essence to the performance of the parties' obligations under this Agreement.

9. **COMPLIANCE WITH APPLICABLE LAWS.**

   a. **General.** Contractor must procure all permits/licenses and pay all charges and fees necessary and incidental to the lawful conduct of business. Contractor must stay fully informed of existing and future federal, state, and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and must comply with the same at its own expense. Contractor bears full responsibility for training, safety, and providing necessary equipment for all Contractor personnel to achieve compliance throughout the term of the Agreement. Upon request, Contractor will demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance.

   b. **Drug-Free Workplace.** Contractor is hereby advised that City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Contractor will require a drug-free workplace for all Contractor personnel working under this Agreement. Specifically, all Contractor personnel who are working under this Agreement must be notified in writing by Contractor that they are prohibited from the manufacture, distribution, dispensation,

possession, or unlawful use of a controlled substance in the workplace. Contractor agrees to prohibit the use of intoxicating substances by all Contractor personnel and will ensure that Contractor personnel do not use or possess illegal drugs while in the course of performing their duties.

c. **Federal and State Immigration Laws.** Contractor agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City and its agents to inspect applicable personnel records to verify such compliance as permitted by law. Contractor will ensure and keep appropriate records to demonstrate that all Contractor personnel have a legal right to live and work in the United States.

   i. As applicable to Contractor, under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to t City that Contractor and each of its subcontractors will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter collectively the "Contractor Immigration Warranty").

   ii. A breach of the Contractor Immigration Warranty will constitute a material breach of this Agreement and will subject Contractor to penalties up to and including termination of this Agreement at the sole discretion of City.

   iii. To ensure Contractor and its subcontractors are complying with Contractor Immigration Warranty, City retains the legal right to conduct random verification of the employment records of any Contractor or subcontractor employee who works on this Agreement, including the inspection of the papers of such employees. Contractor agrees to assist City in regard to any random verification performed.

   iv. Neither Contractor nor any subcontractor will be deemed to have materially breached Contractor Immigration Warranty if Contractor or subcontractor establishes that it has complied with the employment verification provisions prescribed by Sections 274a and 274b of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

d. **Nondiscrimination.** Contractor understands and acknowledges that it is the policy of City of Mesa to promote nondiscrimination. As such, Contractor represents and warrants that it does not discriminate against any person on the basis of race, color, ethnicity, national origin, age, disability, religion, sex, sexual orientation, gender identity, veteran's status, marital status, familial status, or genetic information (collectively, "protected status") in employment, housing, or facilities, establishments, accommodations, services, commodities, or use offered to or enjoyed by the general public. Contractor further represents and warrants that it does not, on the basis of protected status, refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment. In performance of this Agreement, Contractor shall comply with all applicable federal, state, and local laws and executive orders regarding non-discrimination including, but not limited to, the following (as amended): Title VII of the U.S. Civil Rights Act of 1964; Section 504 of the Federal Rehabilitation Act; Age Discrimination Act of 1967; Equal Pay Act of 1963; and Americans with Disabilities Act of 1990.__

e. **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Contractor must not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.

f. **Israel Boycott Divestments.** In accordance with the requirements of A.R.S. § 35-393.01, by entering into this Agreement, Contractor certifies that it is not currently engaged in, and agrees for the duration of the Agreement to not engage in, a boycott of Israel.

g. **Forced Ethnic Uyghur Labor Prohibition.** In accordance with the requirements of A.R.S. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of the contract that it will not, use (i) the forced labor of ethnic Uyghurs in the People's Republic of China; (ii) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic

of China; or (iii) any contractors, subcontractors, or Contractors that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

h. **Termination for Violation of Forced Ethnic Uyghur Labor Prohibition.** If, after providing the certification described in (g), Contractor becomes aware that it is not in compliance with the certification, it shall notify City within five (5) business days of becoming aware of the noncompliance. Contractor acknowledges that it must remedy the noncompliance and provide written certification of that within 180 days after notifying City of its noncompliance. If Contractor fails to remedy the noncompliance and provide the written certification within 180 days, the contract shall terminate immediately.

10. **SALES/USE TAX, OTHER TAXES.**

a. Contractor is responsible for the payment of all taxes including federal, state, and local taxes related to or arising out of Contractor's services under this Agreement including, by way of illustration but not limitation, federal and state income tax, Social Security tax, unemployment insurance taxes, and any other taxes or business license fees, as required. If any taxing authority should deem Contractor or Contractor employees an employee of City, or should otherwise claim City is liable for the payment of taxes that are Contractor's responsibility under this Agreement, then Contractor will indemnify City for any tax liability, interest, and penalties imposed upon City.

b. City is exempt from paying certain federal excise taxes and will furnish an exemption certificate upon request. City is not exempt from state and local sales/use taxes.

11. **AMOUNTS DUE THE CITY.** Contractor must be current and remain current in all obligations, whether or not related to the Agreement, due to City during the performance of services under the Agreement. Payments to Contractor may be offset by any delinquent amounts due City or fees and charges owed to City.

12. **PUBLIC RECORDS.** Contractor acknowledges that City is a public body, subject to Arizona's public records laws (A.R.S. § 39-121 *et seq.*) and any documents related to this Agreement may be subject to disclosure pursuant to state law in response to a public records request or to subpoena or other judicial process.

a. If Contractor believes documents related to the Agreement contain trade secrets or other proprietary data, Contractor must have notified City pursuant to Mesa Procurement Rules Section 2.1 or notified City with a notification statement specifically identifying the trade secrets or other proprietary data that Contractor believes should remain confidential.

b. In the event City determines it is legally required to disclose pursuant to law any documents or information Contractor deems confidential trade secrets or proprietary data, City, to the extent possible, will provide Contractor with prompt written notice by certified mail, fax, email or other method that tracks delivery status of the requirement to disclose the information so Contractor may seek a protective order from a court having jurisdiction over the matter or obtain other appropriate remedies. The notice will include a time period for Contractor to seek court ordered protection or other legal remedies as deemed appropriate by Contractor. If Contractor does not obtain such court ordered protection by the expiration of said time period, City may release the information without further notice to Contractor.

13. **AUDITS AND RECORDS.** Pursuant to A.R.S 41-2548 and A.R.S. 32-214, Contractor must preserve the records related to this Agreement for five (5) years after completion of the Agreement. City or its authorized agent reserves the right to inspect any records related to the performance of work specified herein. In addition, City may inspect all payroll, billing or other relevant records kept by Contractor in relation to the Agreement. Contractor will permit such inspections and audits during normal business hours and upon reasonable notice by City. The audit of records may occur at Contractor's place of business or at City offices, as determined by City.

14. **BACKGROUND CHECK.** In accordance with City's current background check policies, City may conduct criminal, driver history, and all other requested background checks of Contractor personnel who would perform services under the Agreement who will have access to City's information, data, or facilities. Any officer, employee, or agent who fails the background check must be replaced immediately for any reasonable cause not prohibited by law.

15. **SECURITY CLEARANCE AND REMOVAL OF CONTRACTOR PERSONNEL.** City will have final authority, based on security reasons: (i) to determine when security clearance of Contractor personnel is required; (ii) to determine the nature of the security clearance, up to and including fingerprinting Contractor personnel; and (iii) to determine whether any individual or entity may provide services under this Agreement. If City objects to any Contractor personnel for any reasonable cause not prohibited by law, then Contractor will, upon notice from City, remove any such individual from the performance of services under this Agreement.

16. **DEFAULT.**

    a. A party will be in default of the Agreement if that party:

        i. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is any similar action that affects Contractor's capability to perform under the Agreement;

        ii. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) calendar days;

        iii. Conducts business in an unethical manner as set forth in City Procurement Rules Article 7 or in an illegal manner;

        iv. Fails to carry out any term, promise, or condition of the Agreement; or

        v. Is debarred from participating in City procurements and solicitations in accordance with Article 6 of City's Procurement Rules.

    b. **Notice and Opportunity to Cure.** In the event a party is in default then the other party will provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from receipt of the notice to cure the default, unless the default is of a nature that it is reasonably anticipated to affect the health, safety, or welfare of the public and, in such an event, the non-defaulting party may require a minimum seven (7) days to cure the default from the date of receipt of the notice; the cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide notice of the default does not waive any rights under the Agreement. Failure of the defaulting party to cure the default will entitle the non-defaulting party to the election of remedies specific to the party as set forth in section 17 below.

    c. **Anticipatory Repudiation.** Whenever City in good faith has reason to question Contractor's intent or ability to perform, City may demand that Contractor give a written assurance of its intent and ability to perform. In the event demand is made and no written assurance is given within ten (10) calendar days, City may treat this failure as an anticipatory repudiation of the Agreement entitling City to terminate the Agreement in accordance with section 17(a) below.

17. **REMEDIES.** The remedies set forth in this Agreement are not exclusive. Election of one remedy will not preclude the use of other remedies. In the event of default:

    a. The non-defaulting party may terminate the Agreement, and the termination will be effective immediately or at such other date as specified by the terminating party.

    b. City may purchase the services or materials required under the Agreement from the open market, complete required work itself, or have it completed at the expense of Contractor. If the cost of obtaining substitute services exceeds the contract price in the Agreement, City may recover the excess cost by: (i) requiring immediate reimbursement by Contractor to City; (ii)

deduction from an unpaid balance due to Contractor; (iii) collection against the proposal and performance security, if any; (iv) collection against liquidated damages (if applicable); or (v) a combination of the aforementioned remedies or other remedies as permitted by law. Costs in this Subsection (b) include any and all, fees, and expenses incurred in obtaining substitute services and expended in obtaining reimbursement including, but not limited to, administrative expenses, attorneys' fees, and costs.

c. The non-defaulting party will have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

d. Neither party will be liable for incidental, special, or consequential damages.

18. **CONTINUATION DURING DISPUTES.** Contractor agrees that during any dispute between the parties, Contractor will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.

19. **TERMINATION FOR CONVENIENCE.** City reserves the right to terminate this Agreement, in part or in whole, for its sole convenience upon thirty (30) calendar days' written notice. Contractor acknowledges that, as with any termination permitted under this Agreement, in the event of a termination for convenience, Contractor is only entitled to payment in accordance with section 22 (Payment to Contractor Upon Termination); Contractor will not be entitled to any anticipated lost profits had the Agreement been performed to completion.

20. **TERMINATION FOR CONFLICT OF INTEREST (A.R.S. § 38-511).** Pursuant to A.R.S. § 38-511, City may cancel this Agreement within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Agreement for City becomes an employee or agent of Contractor.

21. **TERMINATION FOR NON-APPROPRIATION AND MODIFICATION FOR BUDGETARY CONSTRAINT.** City is a governmental agency which relies upon the appropriation of funds by its governing body to satisfy its obligations. If City reasonably determines it does not have funds to meet its obligations under this Agreement, City will have the right to terminate the Agreement without penalty on the last day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate thirty (30) calendar days prior to the stated termination date.

22. **PAYMENT TO CONTRACTOR UPON TERMINATION.** Upon termination of this Agreement for any reason, Contractor will be entitled only to payments authorized under the Agreement for those services performed or materials provided in accordance with the Agreement up to the date of termination, and any authorized expenses already incurred up to such date of termination. City will make final payment within thirty (30) calendar days after City has both completed its appraisal of the materials and services provided and received Contractor's properly prepared final invoice.

23. **NON-WAIVER OF RIGHTS.** There will be no waiver of any provision of this Agreement unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any services hereunder, will not release the other party of any of the warranties or other obligations of the Agreement and will not be deemed a waiver of any such rights or remedies.

24. **INDEMNIFICATION; LIABILITY.**

a. To the fullest extent permitted by law, Contractor agrees to defend, indemnify and hold harmless City, its elected officials, agents, representatives and employees (collectively, including City, "City Personnel") from and against any and all liabilities, demands, claims, suits, penalties, obligations, losses, damages, causes of action, fines or judgments of any kind, including costs, attorneys', witnesses' and expert witnesses' fees, and expenses incident thereto (all of the foregoing, collectively "Claims") imposed upon or asserted against City Personnel by a third party relating to, arising out of or resulting from, in whole or in part: (i) services and/or materials provided under this Agreement by Contractor or its officers, agents,

or employees (collectively, including Contractor, "Contractor Personnel"): (ii) negligent acts, errors, mistakes or omissions of Contractor Personnel; or (iii) failure of Contractor Personnel to comply with or fulfill the obligations established by this Agreement. Contractor's indemnification, duty to defend and hold harmless City Personnel in this Subsection (a) will apply to all Claims against City Personnel except Claims arising solely from the negligence or intentional acts of City Personnel.

b. City assumes no liability for the actions of Contractor Personnel and will not indemnify or hold Contractor Personnel or any third party harmless for Claims relating to, arising out of or resulting from, in whole or in part, this Agreement or use of Contractor Personnel-provided services or materials.

25. **WARRANTY.** Contractor warrants that the services and materials will conform to the requirements of the Agreement. Additionally, Contractor warrants that all services will be performed in a good, workman-like, and professional manner. City's acceptance of services or materials provided by Contractor will not relieve Contractor from its obligations under this warranty. If City reasonably determines any materials or services are of a substandard or unsatisfactory manner, Contractor, at no additional charge to City, will provide materials or redo such services until in accordance with this Agreement and to City's reasonable satisfaction.

Unless otherwise agreed, Contractor warrants that materials will be new, unused, of most current manufacture and not discontinued, will be free of defects in materials and workmanship, will be provided in accordance with manufacturer's standard warranty for at least one (1) year unless otherwise specified, and will perform in accordance with manufacturer's published specifications.

26. **THE CITY'S RIGHT TO RECOVER AGAINST THIRD PARTIES.** Contractor will do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property and will, at City's request and expense, furnish to ity reasonable assistance and cooperation in obtaining recovery, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City.

27. **NO GUARANTEE OF WORK.** Contractor acknowledges and agrees: (i) it is not entitled to deliver any specific amount of materials or services, or any materials or services at all, under this Agreement; and (ii) the materials or services will be requested by City on an as needed basis, at the sole discretion of City. Any document referencing quantities or performance frequencies represent City's best estimate of current requirements, but will not bind City to purchase, accept, or pay for materials or services which exceed its actual needs.

28. **OWNERSHIP.** All deliverables, services, and information provided by Contractor or City pursuant to this Agreement (whether electronically or manually generated) including without limitation, reports, test plans, survey results, graphics, and technical tables, originally prepared in the performance of this Agreement, are the property of City and will not be used or released by Contractor or any other person except with prior written permission by City.

29. **USE OF NAME.** Contractor will not use the name of City of Mesa in any advertising or publicity without obtaining the prior written consent of City.

30. **PROHIBITED ACTS.** Contractor acknowledges the applicability of A.R.S. § 38-504 which prohibits a person who, within the preceding twelve (12) months, is or was a public officer or employee of City from representing another person (including Contractor) before City on any matter for which the officer or employee was directly concerned and personally participated in during their service or employment by a substantial and material exercise of administrative discretion. Further, while employed by City and for two (2) years thereafter, public officers or employees are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such person in the course of his or her official duties at City.

31. **FOB DESTINATION FREIGHT PREPAID AND ALLOWED.** All deliveries will be FOB destination freight prepaid and allowed unless otherwise agreed.

32. **RISK OF LOSS**. Contractor agrees to bear all risk of loss, injury, or destruction of Contractor's goods or equipment incidental to Contractor providing the services and materials under this Agreement and such loss, injury, or destruction will not release Contractor from any obligation hereunder.

33. **SAFEGUARDING CITY PROPERTY.** Contractor will be responsible for any damage or loss to City real or personal property when such property is the responsibility of or in the custody of Contractor or its personnel.

34. **WARRANTY OF RIGHTS.** Contractor warrants it has title to, or the right to allow City to use, the materials and services being provided and that City may use same without suit, trouble or hindrance from Contractor or third parties.

35. **PROPRIETARY RIGHTS INDEMNIFICATION.** Without limiting the warranty in section 34, Contractor will without limitation and at its expense defend City against all claims asserted by any person that anything provided by Contractor infringes a patent, copyright, trade secret, or other intellectual property right and must, without limitation, pay the costs, damages and attorney's fees awarded against City in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against City's use or operation of the items provided by Contractor hereunder or any part thereof by reason of any alleged infringement, Contractor will, at its expense and without limitation, either: (a) modify the item so that it becomes non-infringing; (b) procure for City the right to continue to use the item; (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to City an amount equal to the price paid, less reasonable usage, from the time of installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, plus any additional costs City may incur to acquire substitute supplies or services.

36. **CONTRACT ADMINISTRATION.** The contract will be administered by the applicable Purchasing Officer and/or an authorized representative from the using department (collectively "Contractor Administrators"); all questions regarding the Agreement will be referred to the Contract Administrators. If authorized by the Contract Administrators, supplements or amendments may be written to the Agreement for the addition or deletion of services. Payment will be negotiated and determined by the Contract Administrators.

37. **FORCE MAJEURE.** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, fire, explosion, legislation, and governmental regulation. The party whose performance is so affected will, within five (5) calendar days of the unforeseeable circumstance, notify the other party of all pertinent facts and identify the force majeure event. The party whose performance is so affected must also take all reasonable steps, promptly and diligently, to prevent such causes if it is feasible to do so or to minimize or eliminate the effect thereof. The delivery or performance date will be extended for a period equal to the time lost by reason of delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay, provided however, under no circumstances will delays caused by a force majeure extend beyond one hundred-twenty (120) calendar days from the scheduled delivery or completion date of a task unless agreed upon by the parties.

38. **COOPERATIVE USE OF CONTRACT.** City has entered into various cooperative purchasing agreements with other Arizona government agencies, including the Strategic Alliance for Volume Expenditures (SAVE) cooperative. Under the SAVE Cooperative Purchasing Agreement, any contract may be extended for use by other municipalities, school districts and government agencies in the State of Arizona with the approval of Contractor. Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective government agency.

City currently holds or may enter into Intergovernmental Governmental Agreements (IGA) with numerous governmental entities. These agreements allow the entities, with the approval of Contractor, to purchase their requirements under the terms and conditions of this Agreement.

A contractor, subcontractor or vendor or any employee of a contractor, subcontractor, or vendor who is contracted to provide services on a regular basis at an individual school shall obtain a valid fingerprint clearance card pursuant to title 41, chapter 12, article 3.1. A school district governing board shall adopt policies to exempt a person from the requirements of this subsection if the person's normal job duties are not likely to result in independent access to or unsupervised contact with pupils. A school district, its governing board members, its school council members, and its employees are exempt from civil liability for the consequences of adoption and implementation of policies and procedures pursuant to this subsection unless the school district, its governing board members, its school council members or its employees are guilty of gross negligence or intentional misconduct.

Additionally, Contractor will comply with the governing body's fingerprinting policy of each individual school district and public entity. Contractor, subcontractors, vendors, and their employees will not provide services on school district properties until authorized by the school district.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. City is not responsible for any disputes arising out of transactions made by others.

39. **FUEL CHARGES AND PRICE INCREASES.** No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by City's Purchasing Division.

40. **NOTICES.** All notices to be given pursuant to this Agreement must be delivered to the parties at their respective addresses. Notices may be sent via personal delivery, certified or registered mail with postage prepaid, overnight courier, facsimile, or email. If provided by personal delivery, receipt will be deemed effective upon delivery. If sent via certified or registered mail, receipt will be deemed effective three (3) calendar days after being deposited in the United States mail. If sent via overnight courier, facsimile, or email, receipt will be deemed effective two (2) calendar days after the sending thereof.

41. **GOVERNING LAW, FORUM.** This Agreement is governed by the laws of the State of Arizona. The exclusive forum selected for any proceeding or suit, in law or equity, arising from or incident to this Agreement will be Maricopa County, Arizona.

42. **INTEGRATION CLAUSE.** This Agreement, including all attachments and exhibits hereto, supersede all prior oral or written agreements, if any, between the parties and constitutes the entire agreement between the parties with respect to the work to be performed.

43. **PROVISIONS REQUIRED BY LAW.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated herein.

44. **SEVERABILITY.** If any provision of this Agreement is declared void or unenforceable, such provision will be severed from this Agreement, which will otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.

45. **SURVIVING PROVISIONS.** Notwithstanding any completion, termination, or other expiration of this Agreement, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, will survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement will not release any party from any liability or obligation arising prior to the date of termination.

46. **A.R.S. SECTIONS 1-501 and 1-502.** Pursuant to A.R.S §§ 1-501 and 1-502, any person who applies to City for a local public benefit (the definition of which includes a grant, contract, or loan) must demonstrate his or her lawful presence in the United States. As this Agreement is deemed a local public benefit, if Contractor is an individual (natural) person or sole proprietorship, Contractor agrees to sign and submit the necessary documentation to prove compliance with the statutes if applicable.

47. **AUTHORITY.** Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement and that the person signing on behalf of each is properly authorized and empowered to enter into the Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

48. **PCI DSS COMPLIANCE.** In the event any Contractor engages in payment card transactions as a part of the services provided to City, Contractor shall comply with the Payment Card Industry Data Security Standards ("PCI DSS") and any amendments or restatements of the PCI DSS during the Term of this Agreement. Contractor accepts responsibility for the security of City's and/or any customer's credit card data in its possession, even if all or a portion of the services to City are subcontracted to third parties.

DRAFT

EXHIBIT 1
DRAFT AGREEMENT

EXHIBIT D
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

The Special Terms and Conditions for Federal Funds will be added here when Agreement is finalized.

ARF-10364 **2. C.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Troy White, Interim Public Works Director
Submitted By: Olivia Todd, Deputy Finance Director
Department: Public Works Division: Recycling and Landfill Management

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Information

Request/Subject

Approval of Contract No. 212816-01-GC3 - *2026 Caterpillar 826 Landfill Compactor Lease-Purchase* with Empire Southwest LLC for the acquisition of a new 2026 Caterpillar 826 Landfill Compactor through a seven (7)-year governmental lease-purchase utilizing OMNIA Partners Contract No. 212816-01, with seven (7) annual payments of $185,815.44 plus applicable sales tax and a $1.00 purchase option at the conclusion of the lease.

Background Information

The Public Works Department is requesting approval of Contract No. 212816-01-GC3 with Empire Southwest LLC for the acquisition of one (1) new 2026 Caterpillar 826 Landfill Compactor. The Caterpillar 826 is a 45-ton machine designed specifically for heavy-duty landfill operations requiring maximum waste compaction and airspace conservation. The proposed equipment is more than 17 tons heavier than the compactors currently used by Gila County and will be added to the County's existing landfill equipment fleet.

The additional compactor will provide greater equipment capacity and operational redundancy. Landfill equipment operates in a demanding environment, and maintaining sufficient compactor availability reduces service interruptions associated with scheduled maintenance and mechanical breakdowns.

Contract No. 212816-01-GC3 utilizes OMNIA Partners Contract No. 212816-01. The cooperative contract was competitively solicited and awarded for use by participating governmental entities, allowing Gila County to obtain competitively established pricing without conducting a separate County solicitation. The Caterpillar list price is $1,505,888. The cooperative contract and additional vendor discounts total $391,530.88, resulting in a purchase price of $1,114,357.12 before taxes and financing costs.

The equipment will be acquired through a seven (7)-year governmental lease-purchase with a finance amount of $1,114,357.12 and an interest rate of 5.49%. The County will make seven (7) annual payments of $185,815.44 plus applicable sales tax. The payments are calculated in advance and total

$1,300,708.08 before sales tax over the seven (7)-year term. Upon completion of the lease, the County may acquire ownership of the equipment for $1.00.

The acquisition also includes Caterpillar Premier Warranty coverage for seven (7) years or 7,000 operating hours, whichever occurs first; 12 months of travel time and mileage for warrantable repairs; on-site operator and safety training by a Caterpillar-certified product specialist; and freight to Gila County.

Evaluation

The new landfill cell will require effective waste compaction beginning with the earliest stages of operation. The larger Caterpillar 826 compactor is expected to achieve greater compaction with fewer passes, improving operating efficiency and preserving landfill airspace. Because available airspace is a finite and valuable landfill asset, improved compaction can extend the useful life of the landfill and delay the cost and disruption associated with developing additional disposal capacity.

Acquiring the compactor before or near the beginning of operations in the new cell will allow the County to maximize airspace preservation during the period when the working area is largest. Delaying acquisition could result in lower initial compaction density, avoidable consumption of airspace, and a reduction in the long-term useful life of the new cell.

The governmental lease-purchase spreads the cost of the equipment over seven (7) fiscal years rather than requiring payment of the full purchase price at acquisition. The seven (7) scheduled base payments total $1,300,708.08, which is $186,350.96 more than the financed amount, excluding applicable sales tax. Sales tax is not included in the quoted annual payment and will be collected with each payment at the applicable rate. At the end of the lease term, the County may obtain ownership of the compactor for the nominal purchase price of $1.00.

The seven (7)-year/7,000 hour warranty aligns with the proposed financing term and reduces the County's exposure to certain warrantable repair costs during the lease period. The additional compactor will also provide operational redundancy when other landfill equipment is unavailable because of maintenance or repair.

Conclusion

Approval of Contract No. 212816-01-GC3 will authorize the County to acquire a purpose-built landfill compactor using competitively established cooperative contract pricing and a seven (7)-year governmental lease-purchase. The acquisition is expected to improve landfill operating efficiency, preserve valuable airspace, provide equipment redundancy, and support the long-term capacity of the County's landfill system.

Recommendation

It is the recommendation of the Interim Public Works Department Director that the Board approve Contract No. 212816-01-GC3 - *2026 Caterpillar 826 Landfill Compactor Lease-Purchase* with Empire Southwest LLC as presented.

Suggested Motion

Information/Discussion/Action to approve Contract No. 212816-01-GC3 with Empire Southwest LLC for *2026 Caterpillar 826 Landfill Compactor Lease-Purchase* for a period of seven years, for a total amount not to exceed $1,300,708.08 plus applicable sales tax. **(Troy White)**

Attachments

Contract No. 212816-01-GC3

Sample-NABC Form Governmental Equipment Lease-Purchase Agreement

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CONTRACT NO. 212816-01-GC3

BASED ON OMNIA PARTNERS CONTRACT NO. 212816-01

PUBLIC WORKS – RECYCLING & LANDFILL MANAGEMENT

Contract Name: **2026 Caterpillar 826 Landfill Compactor Lease-Purchase** **Contract No.:** **212816-01-GC3**

THIS CONTRACT NO. 212816-01-GC3, made and entered into this _____ day of _____, 2026, by and between Gila County, a political subdivision of the State of Arizona hereinafter designated "County," and Empire Southwest LLC, of the City of Mesa, State of Arizona, hereinafter designated "Contractor."

STATEMENT OF PURPOSE AND NEED

The purpose of this contract is to lease-purchase a new 2026 Caterpillar 826 Landfill Compactor for the Russell Gulch Landfill through the OMNIA Partners cooperative purchasing contract. The heavier compactor will improve waste compaction, maximize valuable landfill airspace, and help extend the useful life of the new landfill cell. Timely acquisition is necessary due to the approximately 120-day lead time for delivery and to support efficient operations upon opening of the new landfill cell.

This Contract is based upon County's participation in the OMNIA Partners cooperative purchasing alliance, with whom Contractor has entered into Contract No. 212816-01. All terms of that solicitation and contract are incorporated into this Contract as if fully set forth herein. Further, all terms of Contractor's quote, which is attached hereto as Attachment "A" are incorporated into this Contract as if fully set forth herein. To the extent of any conflict, the terms explicitly stated in this Contract and the solicitation shall prevail.

ACKNOWLEDGMENT

Each party acknowledges that the party's dated signature on the contract documents is intended to fully bind that party to the entire contract.

CANCELLATION FOR CONFLICT OF INTEREST

This Contract is subject to cancellation for conflict of interest as provided in A.R.S. § 38-511, which is hereby fully incorporated herein by this reference as if the same were fully set forth in this Contract.

CERTIFICATION OF NO FORCED LABOR

Contractor does not currently, and agrees for the duration of this Contract that it will not, use:

1. The forced labor of Ethnic Uyghurs in the People's Republic of China;
2. Any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China; and
3. Any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of Ethnic Uyghurs in the People's Republic of China

Contractor further agrees that if Contractor becomes aware, during the term of this Contract, that Contractor is not in compliance with this Certification, Contractor shall notify County within five (5) business days after becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

ENTIRE CONTRACT

The Parties have read all parts of this Contract and agree to be bound by all its terms. The Parties further agree that it constitutes the entire contract between the two parties and may only be modified by a written mutual agreement signed by the Parties. No oral agreement or oral provision outside this Contract shall have any force or effect.

GRATUITIES

County may, by written notice, terminate this Contract in whole or in part if County determines that employment or a gratuity was offered or made by Contractor or a representative of Contractor to any officer or employee of County for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract including the making of any determination or decision about contract performance. County, in addition to other rights and remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the gratuity offered by Contractor.

INDEMNIFICATION

Contractor shall indemnify, defend, save, and hold harmless County of Gila and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, Contractor agrees to waive all rights of subrogation against County, its officers, officials, agents, and employees for losses arising from work performed by Contractor for County.

ISRAEL BOYCOTT CERTIFICATION

Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as required by A.R.S. § 35-393.01. Violation of this certification by Contractor may result in action by County up to and including termination of this Contract.

Contractor further agrees that if Contractor becomes aware, during the term of the contract, that Contractor is not in compliance with this Certification, Contractor shall notify County within five (5) business days after

becoming aware of the noncompliance. If Contractor does not remedy the noncompliance within 180 days after sending notice of noncompliance, this Contract shall automatically terminate.

JURISDICTION AND DISPUTE RESOLUTION

Both Parties agree that this Contract shall be governed by the laws of the State of Arizona. The Parties further agree that the jurisdiction for any legal disputes arising out of this Contract shall be the Superior Court of the State of Arizona. The Parties agree that even if this Contract does not specifically reference any provision required by state or federal law, those state and federally required provisions are incorporated into this Contract by this reference as though they were specifically listed herein. In the event of a dispute, the Parties shall meet and confer to resolve the dispute. If there is no satisfactory resolution, the Gila County Superior Court is the proper forum for resolution of the dispute.

LEGAL ARIZONA WORKERS ACT COMPLIANCE

Contractor hereby warrants that it will, at all times during the term of this Contract, comply with all federal immigration laws applicable to Contractor's employment of its employees and with the requirements of A.R.S. § 23-214(A) (together the "State and Federal Immigration Laws"). Contractor shall further ensure that each subcontractor who performs any work for Contractor under this Contract likewise complies with the State and Federal Immigration Laws. County shall have the right at any time to inspect the books and records of Contractor and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.

Any breach of Contractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, shall be deemed to be a material breach subjecting Contractor to penalties up to and including suspension or termination of this Contract. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Contractor shall be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor as soon as possible so as not to delay project completion.

Contractor shall advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form: "Subcontractor hereby warrants that it will always during the term of this Contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. §23-214(A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to ensure that Contractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this Contract subjecting Subcontractor to penalties up to and including suspension or termination of this Contract."

Any additional costs attributable directly or indirectly to remedial action under this Article shall be the responsibility of Contractor.

NON-APPROPRIATIONS

Contractor acknowledges that County is a governmental entity, and the contract validity is based upon the availability of public funding under its authority. In the event that public funds are unavailable and not appropriated for the performance of County's obligations under this Contract, then this Contract shall automatically expire without penalty to County after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that County shall only activate this non-appropriations provision as an emergency fiscal measure. County shall not activate this non-appropriations

provision for its convenience, to circumvent the requirements of this Contract, or to enable County to contract with another Contractor for the same supplies or services covered under this Addendum.

NON-WAIVER OF ENFORCEABILITY

Failure of County to enforce, at any time, any of the provisions of this Contract, or to request at any time performance by Contractor of any of the provisions hereof, shall in no way be construed to be a waiver of such provisions, nor in any way affect the validity of this Contract or any part thereof, or the right of County to enforce each provision.

RELATIONSHIP OF THE PARTIES

Contractor is an independent contractor of County. Contractor represents that they have or will secure, at their own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with County. All personnel engaged in work under this Contract shall be fully qualified and shall be authorized or permitted under State and local law to perform such services. Contractor warrants that they have obtained or will obtain Workers' Compensation insurance for their employees working on this Contract and that any subcontractors will likewise obtain Workers' Compensation insurance for their employees working on this Contract. It is further agreed by Contractor that they shall obey all state and federal statutes, rules, and regulations which are applicable to provisions of the services called for herein. Neither Contractor nor any employee of Contractor shall be deemed an officer, employee, or agent of County.

SUSPENSION OR DEBARMENT

County may, by written notice to Contractor, immediately terminate this Contract if County determines that Contractor has been debarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity including, but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that Contractor is not currently suspended or debarred. If Contractor becomes suspended or debarred, Contractor shall immediately notify County.

TERMINATION FOR CONVENIENCE

County reserves the right to terminate the contract in whole or in part at any time when in the best interests of County, without penalty or recourse. Upon receipt of the written notice, Contractor shall stop all work as directed in the notice and notify all subcontractors of the effective date of the termination and minimize all further costs to County. In the event of termination under this paragraph, all documents, data, and reports prepared by Contractor under the contract shall become the property of and be delivered to County upon demand. Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed, and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

TERMINATION FOR DEFAULT

County reserves the right to terminate any part or all of this Contract if Contractor fails to carry out any term, promise, or condition of the contract. County will issue a written Notice of Default to Contractor if, in the opinion of County, Contractor:

1. Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or there is similar action that affects Contractor's capability to perform under the contract.
2. Is the subject of a petition for involuntary bankruptcy not removed within sixty (60) days.
3. Fails to obtain and/or keep any required bonds and insurance policies in full force and effect at all times during the term of the contract.
4. Provides services that do not meet the requirements of the contract or conducts business in an unethical or illegal manner.
5. Fails to complete the required work or fails to perform required services within the time frame stipulated.
6. Fails to materially perform or comply with the terms and conditions of the contract.

Failure of Contractor to remedy any problems noted by the deadline set in the Notice of Default or to otherwise bring performance to satisfactory levels that are within the requirements of the contract shall give County cause to cancel this Contract.

If County terminates the contract, Contractor will be provided with a written notice that specifies the effective date of the termination. After receipt of the Notice of Termination, Contractor agrees to perform under the terms and conditions of this Contract up to and including the date of termination as though no termination has been made. In addition, Contractor shall deliver to the Procurement Office all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or not.

If the contract is terminated for default, County reserves the right to purchase the goods and/or services required under the contract from the open market, to complete required work itself or have it completed at the expense of Contractor.

County may recover any excess costs by (1) deduction from an unpaid balance due to Contractor; (2) collection against the proposal and/or performance security, if any; (3) collection against liquidated damages (if applicable); or (4) a combination of the aforementioned remedies or other remedies as provided by law.

CONTINUATION OF PERFORMANCE THROUGH TERMINATION

Contractor shall continue to perform, in accordance with the requirements of the contract, up to the date of termination, as directed in the termination notice.

TERM

This Contract shall become effective upon execution by the County and shall remain in effect through July 31, 2033.

(Remainder of page intentionally left blank; signature page to follow.)

CONTRACT NO. 212816-01-GC3

Contract End Date: 07-31-2033 **Renewal Option:** ☐ **Yes** ☒ **No**

Maximum Dollar Limit: $1,429,479.18

CONTRACT INFORMATION

Company Name:	Empire Southwest, LLC	Contact Person:	Allan Jensen
Address:	1725 S Country Club Dr		
City:	Mesa	State, Zip	AZ 85210
Phone:	928-205-8747	Email:	Allan.Jensen@empire-cat.com

IN WITNESS WHEREOF, Contract No. 212816-01-GC3 has been duly executed by the parties hereinabove named, on the date and year first above written.

GILA COUNTY BOARD OF SUPERVISORS

Tim R. Humphrey, Chairman

ATTEST:

Charlotte Asrarynezami, Clerk of the Board

APPROVED AS TO FORM:

Gila County Attorney's Office

EMPIRE SOUTHWEST LLC

Richard Cunningham (Jul 22, 2026 19:00:23 MDT)

Signature

Richard Cunningham

Printed Name

SVP & CFO

Title

07/22/2026

Date

ATTACHMENT "A"



Gila County
OMNIA Member ID:1027207
1400 E Ash Street
Globe, AZ 85001

*Not Actual Quoted Machine

NEW CATERPILLAR 826 LANDFILL COMPACTOR

STANDARD EQUIPMENT

Powertrain
- Air-to-Air Aftercooler
- Full Hydraulic, Enclosed, Wet Multiple Disc Service Brakes
- Electro-Hydraulic Parking Brake
- Electronic Clutch Pressure Control (ECPC)
- CAT C15 Engine
- Electric Fuel Priming Pump & Fuel to Air Cooler
- Ground Level Engine Shutoff
- Turbo & Exhaust Manifold Heat Shield & Hydraulically Driven Demand Fan
- Integrated Braking
- Aluminum Modular Radiator (AMR) & Separated Cooling System
- Single Clutch Speed Shifting (SCSS)
- Automatic Ether Starting Aid
- Throttle Lock & Torque Converter with Lock Up Clutch
- Planetary Transmission with 2F/2R Speed Range Control
- Under-Hood Ventilation System

Electrical
- Back-Up Alarm
- 150 Ampere Alternator
- (4) 1000 CCA Maintenance Free Batteries
- 24V Electrical System
- Ground Level Lockable Master Disconnect Switch
- LED Strobe/Warning Light (unswitched)
- Front, Rear, Access Stairway & Under-Hood Lights
- Heavy Duty Electric Starter
- Ground Level Starter Lockout
- Starting Receptacle for Emergency Start

Operator Environment
- AccuGrade Mapping (Ready)
- Air Conditioner with Roof Mounted Condenser
- Sound Suppressed, Pressurized Cab, Internal 4 Post Rollover Protective Structure, Radio Ready
- Laminated & Tinted Cab Glass (rubber mounted)
- Powered Cab Pre-Cleaner
- Rear Vision Camera
- Coat & Hard Hat Hooks
- Finger Tip Shifting Controls
- Flip-Up Armrest
- Heater & Defroster
- Trumpet Horn
- Electro-Hydraulic Controls (seat mounted)
- Implement Hydraulic Lockout
- Gauges:
  - Engine Coolant, Hydraulic Oil & Torque Converter Temperatures, Fuel Level & Speedometer/ Tachometer

Operator Environment
- Warning Indicators:
  - Three Category Action Alert System, Parking Brake Status, Brake Oil Pressure, Low Voltage Electrical System, & Engine Malfunction Alert & Action Lamp
- Dome Cab Light
- Lunch Box & Beverage Holders
- Panoramic Internal Mirror
- Externally Mounted Heated Rearview Mirrors
- Premium Plus Seat
- CB Radio (ready)
- STIC Control System with Steering Lock
- Front Sun Visor
- Transmission Gear Indicator
- Front & Rear Wet Arm, Intermittent Wipers/Washers
- Product Link Elite:
  - VIMS, Graphical Information Display, External Data Port, Customizable Operator Profiles, & Event Indicator Light on Rear Grill

Guards & Blades
- Front & Rear Axle Guards
- Cab Window Guard
- Hydraulically Powered Crankcase & Powertrain Guards
- Front & Rear Differential Guards
- Drive Shaft Guard
- Bulldozer Arrangement (no blade)

Other Standard Equipment
- Hydraulically Reversible Demand Fan/Swing Out
- Lockable Service Access Doors
- Ecology Drains for Engine, Radiator & Hydraulic Tanks
- Emergency Platform Egress
- Engine Crankcase – 500 Hour Interval with CJ-4 Oil
- Engine Idle Management:
  - Auto Idle Kickdown, Delayed Engine & Engine Idle Shutdown
- Fold Down Exhaust Stack
- Fire Suppression (Ready)
- 207 Gallon Fuel Tank
- Drawbar Hitch with Pin
- CAT XT™ Hoses
- Hydraulic, Engine, & Transmission Oil Coolers
- High Speed Oil Change System
- Oil Sampling Valves
- Left & Right Rear Access Stairway
- Load Sensing Steering
- Vandalism Protection Cap Locks
- Venturi Stack

ADDITIONAL CONFIGURATION (INCLUDED IN SALE PRICE)

QTY	REFERENCE	DESCRIPTION	LIST PRICE
1	6258425	826 11A LANDFILL COMPACTOR	$1,427,353.00
1	3770851	PRECLEANER, DUAL	$4,002.00
1	3765099	AXLES, NO-SPIN FRONT & REAR	$7,952.00
1	3862300	HYDRAULICS	$0.00
1	5289816	LIGHTS, HALOGEN	$0.00
1	5789008	PRODUCT LINK, CELLULAR PLE641	$0.00
1	3988543	WHEELS, 48" PLUS TIPS	$10,805.00
1	3821989	STAIRWAY, FIXED	$0.00
1	4773887	STRIKER BARS	$0.00
1	2462689	HEATER, ENGINE COOLANT, 120V	$430.00
1	4521394	PREMIUM CORP RADIO (12V)	$1,169.00
1	3647648	GUARD, REAR FAN & GRILL	$7,117.00
1	3981102	BLADE, SEMI-U	$45,592.00
1	0P0063	PACK, DOMESTIC TRUCK	$1,468.00
		CATERPILLAR LIST PRICE	**$1,505,888.00**

PRICING SUMMARY

CATERPILLAR LIST PRICE	**$1,505,888.00**
OMNIA CONTRACT #212816 DISCOUNT (12%)	-$180,706.56
ADDITIONAL LANDFILL COMPACTOR DISCOUNT (8%)	-$120,471.04
ADDITIONAL DEALER DISCOUNT (6%)	-$90,353.28
SALE PRICE:	$1,114,357.12
SALES TAX (8.60%):	$95,834.71
GRAND TOTAL:	**$1,210,191.83**

Warranty: Caterpillar Premier Warranty Coverage for 7 Years or 7,000 hours, whichever occurs first. Twelve (12) months of travel time and mileage cost for warrantable repairs is included.

Training: On-site operating and safety orientation provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

Freight: Included to Gila County. If delivery address changes, applicable charges will be accrued.

Additional Finance Payments to Consider: All payments quoted do not include sales tax. Tax is collected on the payment not in the finance amount. Payments calculated in advance. Current CAT Finance Interest Rate is 5.49%.

GOVERNMENTAL LEASE with $1.00 OPTION				
PAYMENT TERMS & WARRANTY OPTIONS	FINANCE AMOUNT	BALLOON	ANNUAL HOURS	ANNUAL PAYMENT
7 YR / 7,000 HR PREMIER	$1,114,357.12	**$1.00**	1000	$185,815.44

GOVERNMNETAL LEASE with EMPIRE BUY BACK				
PAYMENT TERMS & WARRANTY OPTIONS	FINANCE AMOUNT	BALLOON	ANNUAL HOURS	ANNUAL PAYMENT
7 YR / 7,000 HR PREMIER	$1,114,357.12	**$135,000.00**	1000	$170,330.52

If you have any questions regarding this information, please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Allan Jensen
Empire Southwest
Account Manager
(928) 205-8747
Allan.Jensen@empire-cat.com
6/1/2026

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms and Conditions of Sales and Service (https://www.empire-cat.com/legal/sales-service-terms-conditions), which are incorporated into this quote. By renting or leasing goods or services from Empire, you agree to Empire's Rental Terms and Conditions (https://www.empire-cat.com/legal/rental-terms-conditions), which are incorporated into this quote. Client agrees that pricing is subject to adjustment in the event a manufacturer increases pricing due to changes in applicable tariffs, duties, or other governmental charges. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Governmental Equipment Lease-Purchase Agreement
Transaction Number [Transaction #]

1. PARTIES

LESSOR *("we", "us", or "our"):*

CATERPILLAR FINANCIAL SERVICES CORPORATION
ADDRESS1

ADDRESS2
ADDRESS3

LESSEE *("you" or "your"):*

[Name of Lessee]
ADDRESS1

ADDRESS2
ADDRESS3

In reliance on your selection of the equipment described below/on Schedule A (each a "Unit"), we have agreed to acquire and lease the Units to you, subject to the terms of this Agreement. **Until this Agreement has been signed by our duly authorized representative, it will constitute an offer by you to enter into this Agreement with us on the terms stated herein.**

2. DESCRIPTION OF THE UNITS

DESCRIPTION OF UNITS Whether the Unit is new or used, the model number, the manufacturer, and the model name.	**SERIAL/VIN** Unique ID number for this Unit.	**MONTHLY LEASE PAYMENT** This is due per period, as stated below in section 3.	**FINAL LEASE PAYMENT**	**DELIVERY DATE** Enter date machine was delivered to you
(1) Used 315DL Caterpillar Small Hydraulic Excavator	CJN01626	See Attached	$47,486.32	
(1) Used 315DL Caterpillar Small Hydraulic Excavator	CJN01626	See Attached	$47,486.32	
	1M8PDMPA6XP0 51837			

SEE **SCHEDULE A** FOR A DESCRIPTION OF THE UNITS.

SEE **SCHEDULE A** FOR ADDITIONAL UNITS. Each item of Additional Collateral, if any, identified in an attached **SCHEDULE A** (if used) is considered a Unit under the terms of this Agreement.

TERMS AND CONDITIONS

3. **Lease Payments; Current Expense** You will pay us the lease payments, including the final lease payment set forth above (collectively, the "Lease Payments"). [Lease Payments will be paid by you to us according to the attached payment schedule; provided that all amounts owing hereunder will be due by the final lease payment date.] OR [Lease Payments will be paid by you to us as follows: a first payment of $____ will be paid in arrears and the balance of the Lease Payments is payable in __ successive monthly payments of which the first __ payments are in the amount of $____ each, and the last payment is in the amount of $_____ plus all other amounts then owing under this Lease, with the first Lease Payment due one month after the date that we sign this Lease and subsequent Lease Payments due on a like date of each month thereafter until paid in full.] A portion of each Lease Payment constitutes interest and the balance of each Lease Payment is payment of principal. The Lease Payments will be due without demand. You will pay the Lease Payments to us at _____ or such other location that we designate in writing. Your obligations, including your obligation to pay the Lease Payments due in any fiscal year, will constitute a current expense of yours for such fiscal year and will not constitute an indebtedness of yours within the meaning of the constitution and laws of the State in which you are located (the "State"). Nothing in this Agreement will constitute a pledge by you of any taxes or other moneys, other than moneys lawfully appropriated from time to time for the payment of the "Payments" (as defined in the last sentence of this Section) owing under this Agreement. **You agree that, except as provided in Section 7, your duties and liabilities under this Agreement and any associated documents are absolute and unconditional. Your payment and performance obligations are not subject to cancelation, reduction, or setoff for any reason. You agree to settle all claims, defenses, setoffs, counterclaims and other disputes you may have with the Supplier, the manufacturer of the Unit, or any other third party directly with the Supplier, the manufacturer or the third party, as the case may be. You will not assert, allege or make any such claim, defense, setoff, counterclaim or other dispute against us or with respect to the payments due us under this Agreement.** As used in this Agreement, "Payments" will mean the Lease Payments and any other amounts required to be paid by you.

The portion of the Lease Payments constituting principal will bear interest (computed on the basis of actual days elapsed in a 360 day year) at the rate of «M_102»% per annum.

4. **Late Charges** If we do not receive a Payment on the date it is due, you will pay to us, on demand, a late payment charge equal to the lesser of five percent (5%) of such Payment or the highest charge allowed by law.

5. **Security Interest** To secure your obligations under this Agreement, you grant us a continuing first priority security interest in

SAMPLE

each Unit (including any Additional Collateral), including all attachments, accessories and optional features (whether or not installed on such Units) and all substitutions, replacements, additions, and accessions, and the proceeds of all the foregoing, including, but not limited to, proceeds in the form of chattel paper. You authorize the filing of such financing statements and will, at your expense, do any act and execute, acknowledge, deliver, file, register and record any document, which we deem desirable to protect our security interest in each Unit and our rights and benefits under this Agreement. You, at your expense, will protect and defend our security interest in the Units and will keep the Units free and clear of any and all claims, liens, encumbrances and legal processes however and whenever arising.

6. **Disclaimer of Warranties** WE HAVE NOT MADE AND DO NOT MAKE ANY WARRANTY, REPRESENTATION OR COVENANT OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE UNITS. AS TO US, YOUR LEASE AND PURCHASE OF THE UNITS WILL BE ON AN "AS IS" AND "WHERE IS" BASIS AND "WITH ALL FAULTS". **Nothing in this Agreement is intended to limit, waive, abridge or otherwise modify any rights, claims, or causes of action that you may have against any person or entity other than us.**

7. **Non-Appropriation** You have an immediate need for, and expect to make immediate use of, the Units. This need is not temporary or expected to diminish during the term of this Agreement. To that end, you agree, to the extent permitted by law, to include in your budget for the current and each successive fiscal year during the term of this Agreement, a sufficient amount to permit you to discharge your obligations under this Agreement. Notwithstanding any provision of this Agreement to the contrary, we and you agree that, in the event that prior to the commencement of any of your fiscal years you do not have sufficient funds appropriated to make the Payments due under this Agreement for such fiscal year, you will have the option of terminating this Agreement as of the date of the commencement of such fiscal year by giving us sixty (60) days prior written notice of your intent to terminate. No later than the last day of the last fiscal year for which appropriations were made for the Payments (the "Return Date"), you will return to us all of the Units, at your sole expense, in accordance with Section 14, and this Agreement will terminate on the Return Date without penalty or expense to you and you will not be obligated to pay the Lease Payments beyond such fiscal year; provided, that you will pay all Payments for which moneys have been appropriated or are otherwise available; and provided further, that you will pay month-to-month rent at the rate set by us for each month or part of any month that you fail to return the Units.

8. **Tax Warranty** You will, at all times, do and perform all acts and things necessary and within your control to ensure that the interest component of the Lease Payments will, for the purposes of Federal income taxation, be excluded from our gross income. You will not permit or cause your obligations under this Agreement to be guaranteed by the Federal Government or any branch or instrumentality of the Federal Government. You will use the Units for the purpose of performing one or more of your governmental functions consistent with the scope of your authority and not in any trade or business carried on by a person other than you. You will report this Agreement to the Internal Revenue Service by filing Form 8038G, 8038GC or 8038, as applicable. Failure to do so will cause this Agreement to lose its tax exempt status. You agree that if the appropriate form is not filed, the interest rate payable under this Agreement will be raised to the equivalent taxable interest rate. If the use, possession or acquisition of the Units is determined to be subject to taxation, you will pay when due all taxes and governmental charges assessed or levied against or with respect to the Units.

9. **Assignment** You may not, without our prior written consent, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of your right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part. We may not transfer, sell, assign, pledge, hypothecate, or otherwise dispose of our right, title and interest in and to this Agreement and/or the Units and/or grant or assign a security interest in this Agreement and/or the Units, in whole or in part.

10. **Indemnity** To the extent permitted by law, you assume liability for, agree to and do indemnify, protect and hold harmless us and our employees, officers, directors and agents from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses (including reasonable attorney's fees), of whatsoever kind and nature, arising out of the use, condition (including, but not limited to, latent and other defects and whether or not discoverable by you or us), operation, ownership, selection, delivery, storage, leasing or return of any item of Units, regardless of where, how and by whom operated, or any failure on your part to accept the Units or otherwise to perform or comply with any conditions of this Agreement.

11. **Insurance; Loss and Damage**
You bear the entire risk of loss, theft, destruction or damage to the Units from any cause whatsoever. No loss, theft, destruction or damage of the Units will relieve you of the obligation to make Lease Payments or to perform any obligation owing under this Agreement. You agree to keep the Units insured to protect all of our interests, at your expense, for such risks, in such amounts, in such forms and with such companies as we may require, including but not limited to fire and extended coverage insurance, explosion and collision coverage, and personal liability and property damage liability insurance. Any insurance policies relating to loss or damage to the Units will name us as loss payee as our interests may appear and the proceeds may be applied toward the replacement or repair of the Units or the satisfaction of the Payments due under this Agreement. You agree to use, operate and maintain the Units in accordance with all laws, regulations and ordinances and in accordance with the provision of any policies of insurance covering the Units, and will not rent the Units or permit the Units to be used by anyone other than you. You agree to keep the Units in good repair, working order and condition and house the Units in suitable shelter, and to permit us or our assigns to inspect the Units at any time and to otherwise protect our interests in the Units. If any Unit is customarily covered by a maintenance agreement, you will furnish us with a maintenance agreement by a party acceptable to us.

12. **Default; Remedies** An “Event of Default” will occur if (a) you fail to pay any Payment when due and such failure continues for ten (10) days after the due date for such Payment or (b) you fail to perform or observe any other covenant, condition, or agreement to be performed or observed by you under this Agreement and such failure is not cured within twenty (20) days after written notice of such failure from us. Upon an Event of Default, we will have all rights and remedies available under applicable law. In addition, we may declare all Lease Payments due or to become due during the fiscal year in which the Event of Default occurs to be immediately due and payable by you and/or we may repossess the Units by giving you written notice to deliver the Units to us in the manner provided in Section 14, or in the event you fail to do so within ten (10) days after receipt of such notice, and subject to all applicable laws, we may enter upon your premises and take possession of the Units. Further, if we financed your obligations under any extended warranty agreement such as an Equipment Protection Plan, Extended Service Contract, Extended Warranty, Customer Service Agreement, Total Maintenance and Repair Agreement or similar agreement, we may cancel such extended

SAMPLE

warranty agreement on your behalf and receive the refund of the extended warranty agreement fees that we financed but had not received from you as of the date of the Event of Default.

13. **Miscellaneous** This Agreement may not be modified, amended, altered or changed except by a written agreement signed by you and us. In the event any provision of this Agreement is found invalid or unenforceable, the remaining provisions will remain in full force and effect. This Agreement, together with exhibits, constitutes the entire agreement between you and us and supersedes all prior and contemporaneous writings, understandings, agreements, solicitations, documents and representations, expressed or implied. Any terms and conditions of any purchase order or other documents submitted by you in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on us and will not apply to this Agreement. You agree that we may correct patent errors in this Agreement and fill in blanks including, for example, correcting or filling in serial numbers, VIN numbers, and dates. Any notices required to be given under this Agreement will be given to the parties in writing and by certified mail at the address provided in this Agreement, or to such other addresses as each party may substitute by notice to the other, which notice will be effective upon its receipt.

14. **Title; Return of Units** Notwithstanding our designation as "Lessor," we do not own the Units. Legal title to the Units will be in you so long as an Event of Default has not occurred and you have not exercised your right of non-appropriation. If an Event of Default occurs or if you non-appropriate, full and unencumbered title to the Units will pass to us without the necessity of further action by the parties, and you will have no further interest in the Units. If we are entitled to obtain possession of any Units or if you are obligated at any time to return any Units, then (a) title to the Units will vest in us immediately, and (b) you will, at your expense, promptly deliver the Unit to us properly protected and in the condition required by Section 11. You will deliver the Unit, at our option, (i) to the nearest Caterpillar dealer selling equipment of the same type as the Unit; or (ii) on board a carrier named by us and shipping the Unit, freight collect, to a destination designated by us. If the Unit is not in the condition required by Section 11, you must pay us, on demand, all costs and expenses incurred by us to bring the Unit into the required condition. Until the Units are returned as required above, all terms of this Agreement will remain in full force and effect including, without limitation, your obligation to pay Lease Payments and to insure the Units.

15. **Other Documents** In connection with the execution of this Agreement, you will cause to be delivered to us (i) either (A) a certified copy of your authorizing resolution substantially in the form attached as Attachment B **and** a copy of the minutes of the relevant meeting or (B) an opinion of your counsel substantially in the form attached as Attachment C; (ii) a copy of the signed Form filed with the Internal Revenue Service required in Section 8 above as Attachment D; and (iii) any other documents or items required by us.

16. **Applicable Law** This Agreement will be governed by the laws, excluding the laws relating to the choice of law, of the State in which you are located.

SIGNATURES

LESSOR	**CATERPILLAR FINANCIAL SERVICES CORPORATION**	LESSEE	
Signature	_____	Signature	_____
Name (print)	_____	Name (print)	_____
Title	_____	Title	_____
Date	_____	Date	_____

SAMPLE

ARF-10374 **2. D.**

Special BOS Meeting

Meeting Date:	07/28/2026		
Submitted For:	Troy White, Interim Public Works Director		
Submitted By:	Olivia Todd, Deputy Finance Director		
Department:	Public Works		
Fiscal Year:	2026-2027	Budgeted?:	Yes
Contract Dates Begin & End:	02-05-2020 to 09-30-2026	Grant?:	Yes
Matching Requirement?:	No	Fund?:	Renewal

Information

Request/Subject

Ratification of previous expenditures and authorization of future expenditures with Payson Concrete and Materials, Inc. for the purchase and delivery of certified aggregate for County-maintained Forest Service roads in an amount not to exceed $754,682.00.

Background Information

Gila County Public Works is participating in the Four Forest Restoration Initiative (4FRI) through existing cooperative agreements with the U.S. Forest Service, Tonto National Forest. These agreements provide for reimbursement of eligible project costs incurred by the County in performing approved road improvement and maintenance activities on National Forest System roads.

Following completion of the Control Road paving project, the U.S. Forest Service authorized Gila County to utilizing the remaining reimbursable funding available under the existing agreements to purchase certified aggregate for future maintenance of County-maintained Forest Service roads. The aggregate will be delivered to designated County material pits for future roadway maintenance, and the available federal funding must be utilized prior to September 30, 2026.

The U.S. Forest Service requires aggregate used for these projects to be obtained from an approved certified weed-free source. Payson Concrete and Materials, Inc. has been identified by the U.S. Forest Service as an approved supplier meeting these requirements. Accordingly, Procurement

documented a sole source determination based on the funding agency's material specifications and supplier requirements.

Due to an internal miscommunication, two deliveries of aggregate were authorized before a County purchase order was issued, resulting in invoices totaling $122,955.95. Upon discovery, Public Works suspended additional deliveries pending completion of the required procurement process. This request includes ratification of those expenditures and authorization for the remaining purchases under this procurement.

Evaluation

The proposed authorization will allow Public Works to purchase and received certified aggregate meeting U.S. Forest Service specifications for stockpiling at designated County material pits. Maintaining an inventory of aggregate will improve the County's ability to efficiently perform maintenance on County-maintained Forest Service roads while utilizing available federal reimbursement funding.

The total authorization requested is $754,682.00. Approximately $122,955.95 represents aggregate already delivered and invoiced prior to issuance of a purchase order. The remaining authorization will allow Public Works to complete purchases before the available federal funding expires.

The purchases are expected to be reimbursed by the U.S. Forest Service pursuant to the existing cooperative agreements. Becasue the U.S. Forest Service specified that the aggregate must be obtained from an approved certified supplier and identified Payson Concrete & Materials, Inc. as an acceptable source, competitive procurement was waived through a documented sole source determination.

Conclusion

Ratification of the prior expenditures and authorization of the remaining purchases will allow Gila County to fully utilize available federal reimbursement funding, procure certified aggregate required for maintenance of County-maintained Forest Service roads, and maximize the benefit of the existing cooperative agreements before the funding expires.

Recommendation

It is the recommendation of the Interim Public Works Director that the Board ratify previous expenditures and authorize future expenditures with Payson Concrete and Materials, Inc. in an amount not to exceed $754,682.00, as presented.

Suggested Motion

Information/Discussion/Action to ratify previous expenditures and authorize future expenditures with Payson Concrete and Materials, Inc. for the purchase and delivery of certified aggregate for County-maintained Forest Service roads in an amount not to exceed $754,682.00. **(Troy White)**

Attachments

Sole Source Memorandum - Payson Concrete and Materials, Inc.

Payson Concrete and Materials, Inc. Invoices for Prior Expenditures

Payson Concrete and Materials, Inc. Quote for All Expenditures

Modification No. 4 to Agreement No. 22-RO-11031200-232

Agreement No. 22-RO-11031200-232

Modification No. 1 to Agreement No. 23-RO-11031200-276

Agreement No. 23-RO-11031200-276

Maryn Belling
Finance Director
mbelling@gilacountyaz.gov
(928)402-8743

Olivia Todd
Deputy Director - Finance
otodd@gilacountyaz.gov
(928)402-8746

Gila County Finance Department
1400 E. Ash Street, Globe, Arizona 85501
Fax: (928) 425-7056

14 July 2025

Sole Source Memorandum

To: Gila County Procurement

Re: Payson Concrete – US Forest Service Projects – Aggregate Material

cc: Gila County Roads / Public Works

From: Maryn Belling, Finance Director

Per Attachment A to Agreement 22-RO-11031200-323, VII. Deliverables "Aggregate … for base and surface course shall be obtained from an approved source, certified weed free"

The US Forest Service's written requirement and certification of Payson Concrete's successful testing are documented by Ms. Michelle Toms – Engineering and Minerals Staff officer of the US Forest Service – Tonto National Forest. Further, Ms. Toms indicates exigency as US Forest Service has stipulated that the funds be expended by 9/30/2026.

Because this is a reimbursable project and the Federal Funding Source has determined that Payson Concrete is a successful vendor for the Aggregate Material; Gila County waives competitive procurement.

Gila County will be reimbursed up to $754,000 for Aggregate Material sourced from Payson Concrete for the referenced project.

NOTE: Payments to this vendor are to be via AP Check due to service fee percentage charged on PCard transactions.

PAYSON CONCRETE & MATERIALS INC.
474-2231

1900 E. Highway 260
Payson, Az 85541

INVOICE 65900
7/6/2026
Net 30 Days

385
GILA CO HWY TIMBER REGION
ACCOUNTS PAYABLE
1400 E. ASH ST
GLOBE, AZ 85501

YOUNG ROAD GRANITE HAUL
6/29 - 7/3 HAUL

Ticket	Date	P.O.	Order	Location	Product	Qty	-----Material------ Rate	Amount	------Freight------ Rate	Amount	Fee Amount	Tax Amount	Total
633403	7/3/2026		10228	6	LANDSCAPE-REGULAR GF	1,645.78	38.00	62,539.64	0.00	0.00	0.00	6,554.15	69,093.79
Subtotal						1,645.78 Ton		62,539.64		0.00	0.00	6,554.15	69,093.79
Invoice Total						1,645.78		62,539.64		0.00	0.00	6,554.15	69,093.79

Total Invoice: 69,093.79

PAYSON CONCRETE & MATERIALS INC.
474-2231

1900 E. Highway 260
Payson, Az 85541

INVOICE 66051
7/9/2026
Net 30 Days

385
GILA CO HWY TIMBER REGION
ACCOUNTS PAYABLE
1400 E. ASH ST
GLOBE, AZ 85501

YOUNG ROAD GRANITE HAUL
7/6 - 7/8 HAUL

Ticket	Date	P.O.	Order	Location	Product	Qty	-----Material------ Rate	Amount	------Freight------ Rate	Amount	Fee Amount	Tax Amount	Total
633477	7/8/2026		10228	6	LANDSCAPE-REGULAR GF	1,282.97	38.00	48,752.86	0.00	0.00	0.00	5,109.30	53,862.16
Subtotal						1,282.97 Ton		48,752.86		0.00	0.00	5,109.30	53,862.16
Invoice Total						1,282.97		48,752.86		0.00	0.00	5,109.30	53,862.16

Total Invoice: 53,862.16

PRICE SHEET

PLEASE COMPLETE PRICE SHEET IN ITS ENTIRETY FOR THE SERVICES PROVIDED IN PROVIDE AND HAUL GRANITE/AB

VENDOR NAME: PAYSON CONCRETE AND MATERIALS **PHONE:** 928-474-2231

FS 512/FS 34 YOUNG ROAD			
PRICE PER TON	DELIVERED $38.00		
SALES TAX		10.48%	
TOTAL BID PRICE: 6900 TONS	$289,662		$41.98

PONDEROSA PIT - HWY 260			
PRICE PER TON	DELIVERED $30.50		
SALES TAX		10.48%	
TOTAL BID PRICE: 6900 TONS	232,530		$33.70

FS 64 - NATURAL BRIDGE ROAD			
PRICE PER TON	DELIVERED $30.50		
SALES TAX		10.48%	
TOTAL BID PRICE: 6900 TONS	232,530		$33.70

**ALL APPLICABLETAXES AND PROFIT SHALL BE INCLUDED IN THE TOTAL BID AMOUNT FOR EACH LOCATION/ SUBSEQUENT CONTRACT APROVALS WILL SHOW DIFFERENT TONNAGES AND LOCATIONS PER ADDENDUM

Total
$754,682

6/9/26

SIGNATURE OF AUTHORIZED REPRESENTATIVE AND DATE

Britnee Boling / Dispatch

PRINTED NAME AND TITLE

GRANT OR AGREEMENT AWARD COVER SHEET

FS-1500-0100
OMB No. 0596-0217
EXP: 05/31/2027

IDENTIFICATION INFORMATION

1. Federal Award Identification Number (FAIN): 22-RO-11031200-232 *(Agreement Number)*	2. Cooperator Agreement/Instrument #: N/A
3. New Modification ✓ Mod. Number 004 FFA Award Master Stand-Alone SPA	4. Instrument (Project) Title: FOUR FOREST RESTORATION INITIATIVE CONTROL ROAD SURFACING
5. Authority U.S.C and Title: Cooperative Forest Roads, 16 U.S.C. 532-538; 23 U.S.C. 101 & 205	6. Assistance Listing Number and Title: 10.705 Cooperative Forest Road Agreements
7. Cooperator/Recipient Information (Must match SAM.gov): Name: Gila County, AZ Address: 1400 E Ash ST City: Globe State AZ Zip: 85501	8. U.S. Forest Service Unit Address (where the work is being managed): Name: Tonto National Forest Address: 2324 E McDowell Street City: Phoenix State AZ Zip: 85006
9. Cooperator Unique Entity Identifier (UEI): C8EKKJK67XB1	10. Master Agreement Number if SPA: 20-RO-11031200-003
11. Period of Performance Start Date: 03/01/2026 Execution Date: 03/01/2026 Expiration Date: 09/30/2026	12. Master Agreement Expiration Date: 09/30/2026 (SPA expiration date cannot exceed the Master)
13. Cooperator Program Manager: Name: Thomas Goodman Phone: (928) 402-8507 Email: tgoodman@gilacountyaz.gov	14. U.S. Forest Service Program Manager: Name: Michelle Tom Phone: (480) 826-7660 Email: michelle.tom@usda.gov

FINANCIAL INFORMATION

15. Federal Funding to be Obligated to Cooperator: $0.00	16. Cooperator Contribution Funds: $0.00
17. Payment Method: No Funds ✓ Reimbursable Advance Advance Period	18. Cooperator Match Percentage: 00.00% 20. Cooperator Indirect Cost Rate (approved rate charged to award): De minimis Supported NICRA Rate
19. Program Income/Revenue: No ✓ Yes	

REPORTING REQUIREMENTS

21. Performance Report Frequency: Quarterly Semi-Annual Annual ✓ N/A	22. Financial Report Frequency: Quarterly Semi-Annual Annual ✓ N/A

ATTACHMENTS

The attachments listed below are hereby incorporated and made a part of this instrument.

23. REQUIRED FOR ALL INSTRUMENTS:	24. REQUIRED DEPENDENT ON INSTRUMENT TYPE:
✓ USDA FFA/MIA General Terms and Conditions	Statement of Mutual Benefit and Interest
✓ FS FFA/MIA/R&D General Terms and Conditions	Federal Financial Assistance Forms/Assurances
Purpose/Scope of Work Narrative	TFPA/638 Project Proposals
Budget/Financial Plan	✓ Modification Purpose and/or Description
Other (specify):	Other (specify):

25. By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

Cooperator Signature:	Name and Title: STEPHEN CHRISTENSEN Chairman, Gila County Board of Supervisors	Date: 4-7-26

26. This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

Signature:	U.S. Forest Service Signatory Official (SO) Name and Title: ERICKA LUNA Acting Forest Supervisor, Tonto National Forest	Date:

27. The authority and format of this instrument have been reviewed and approved for signature.

Signature: MINDY HOWE Digitally signed by MINDY HOWE Date: 2026.02.23 15:35:27 -06'00'	U.S. Forest Service Grants Management Specialist Name: MINDY HOWE	Date:

Additional Contacts (if applicable):

28. Cooperator Program Manager: Name: Carrie Kittrell Phone: (928) 402-8521 Email: ckittrell@gilacountyaz.gov	29. U.S. Forest Service Program Manager: Name: Phone: Email:
30. Cooperator Program Manager: Name: Christine Smith Phone: (928) 402-8502 Email: cgsmith@gilacountyaz.gov	31. U.S. Forest Service Program Manager: Name: Phone: Email:

Any additional contacts shall be included in an attachment to this instrument.

Additional Signatories (if applicable):

By signing this instrument, the signer certifies that they are vested with the authority to enter into this instrument.

32.	Cooperator Signature:	Name and Title: CHARLOTTE ASRAYNEZAMI, Clerk of the Gila County Board of Supervisors	Date: 4-7-26
33.	Cooperator Signature:	Name and Title: JOE ALBO, Gila County Attorney's Office	Date: 4-7-26

This instrument, subject to the provisions above, is executed by The U.S. Forest Service Authorized Signatory:

34.	Signature:	U.S. Forest Service Signatory Official (SO) Name and Title:	Date:
35.	Signature:	U.S. Forest Service Grants Management Specialist Name:	Date:

Any additional signatories shall be included in an attachment to this instrument.

PAPERWORK REDUCTION ACT STATEMENT

According to the Paperwork Reduction Act of 1995, a Federal agency may not conduct or sponsor, and a person is not required to respond to, an information collection request unless it displays a valid Office of Management and Budget (OMB) control number. The valid OMB control number for this information collection request is 0596-0217. Response to this information collection request is mandatory to obtain or retain benefits. The authority for this information collection request is Paperwork Reduction Act (Pub. L. No. 96-511, 94 Stat. 2812, as amended by Pub. L. 104-13) 44 U.S.C. §§ 3501–3521. The time required to complete this information collection request is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, collecting and maintaining the data needed, and completing and reviewing the information collection request. Send comments regarding this burden estimate or any other aspect of this information collection request, including suggestions for reducing the burden, to Forest Service Information Collections Officer, SM.FS.InfoCollect@usda.gov, with OMB control number 0596-0217 in the subject line.

NONDISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

FS Agreement No. 22-RO-11031200-232
Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between
GILA COUNTY
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila County, hereinafter referred to as "Gila County," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11031200-003 executed between the parties on 02/05/2020.

Project Title: Four Forest Restoration Initiative Control Road Surfacing

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on 02/05/2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement, and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement (agreement) is to document the parties' cooperation in the Four Forest Restoration Initiative Control Road Surfacing. The work is as described in the hereby incorporated Operating Plan, Financial Plan, and Map attached as Attachment A, B, and C respectively.

III. THE COOPERATOR SHALL:

A. Perform in accordance with the Operating Plan and Financial Plan, Attachment A and B, respectively.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed $1,500,000.00.

IV. THE U.S. FOREST SERVICE SHALL:

A. Perform in accordance with the Operating Plan and Financial Plan, Attachment A and B, respectively.

B. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Gila County for the U.S. Forest Service's share of actual expenses incurred, not to exceed $1,500,000.00, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Gila County's quarterly invoice. Each invoice from Gila County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) Gila County's name, address, and telephone number
2) U.S. Forest Service agreement number
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

EMAIL: SM.FS.ASC_GA@USDA.GOV
FAX: 877-687-4894

Send a copy to: Cory Brunsting, electronically at cory.brunsting@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Steve Sanders 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-402-8530 Email: ssanders@gilacountyaz.gov	Steve Sanders 745 N Rose Mofford Way Globe, AZ 85501 Telephone: 928-402-8530 Email: ssanders@gilacountyaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Cory Brunsting 2324 E McDowell Road Phoenix, AZ 85006 Telephone: 602-762-3220 Email: cory.brunsting@usda.gov	Brian Speeg 333 Broadway Blvd SE Albuquerque, NM 87102 Telephone: Email: brian.speeg@usda.gov

B. ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES. This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continued by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Gila County acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Gila County fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Gila County has expended in violation of sections 433 and 434.

C. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

D. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

E. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

F. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Gila County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

G. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Gila County from participating in similar activities with other public or private agencies, organizations, and individuals.

H. ENDORSEMENT. Any of Gila County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Gila County's products or activities.

I. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

J. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

K. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

L. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

M. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through two years from the date of last signature at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

N. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

Woody Cline 9/20/22

WOODY CLINE, Chairman — Date
Gila County, Board of Supervisors

NEIL BOSWORTH, Forest Supervisor — Date
U.S. Forest Service, Tonto National Forest

Melissa Henderson, Chief Deputy for 9/20/22

JAMES MENLOVE — Date
Gila County, Clerk of the Board

The authority and format of this agreement have been reviewed and approved for signature.

Karen Dyckes y Montaño Digitally signed by Karen Dyckes y Montaño Date: 2022.09.07 15:01:28 -06'00'

KAREN DYCKES Y MONTANO — Date
U.S. Forest Service Grants Management Specialist
Agreement No. 22-RO-11031200-232

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

Agreement No.
22-RO-11031200-232

Attachment A

STATEMENT OF WORK
Four Forest Restoration Initiative Control Road Surfacing
Gila County Public Works & Tonto National Forest Engineering

I. BACKGROUND

Forest Service Road (FSR) 64, Control Road, is a 2-lane, native surface, arterial road and main corridor through the Tonto National Forest as well as Gila County, Arizona. This road provides access to numerous residential communities north of Payson and below the Mogollon Rim. The road is also a connector between SR-87 and SR-260.

FSR 64 is located within the Four Forest Restoration Initiative (4FRI) area. 4FRI is a collaborative, landscape-scale initiative designed to restore fire-adapted ecosystems, which includes, among other goals, reducing fuels through timber harvesting and thus, helping to reduce the risk of unnaturally severe wildfires. FSR 64 is a primary route for transporting harvested timber associated with the 4FRI project.

Whispering Pines is a subdivision located off of FSR 64 at the intersection with FSR 199, Houston Mesa Road. Paving to the east and west of this intersection along FSR 64 for a total length of approximately 1.03 miles has been identified as a high priority Gila County transportation need. Road paving would reduce particulate matter (dust) for all homes in the area, particularly from logging trucks transporting timber. In addition to improving air quality, paving the road segment would improve system efficiency, preserve the existing infrastructure, and improve visibility, thereby enhancing safety for the travelling public and providing safer access to residential communities in the area.

The Tonto National Forest is supportive of these actions to meet the transportation needs of Gila County and the public that they serve.

II. SCOPE OF WORK

This agreement is for a Road Project Agreement underneath the Cooperative Road Maintenance Agreement that is in place with Gila County, Agreement Number: 20-RO-11031200-003. Gila County has a vested interest in paving a section of FSR 64 at the intersection with FSR 199 due to the presence of the Whispering Pines community that currently contends with poor air quality and substantial dust produced from logging trucks and other motorized vehicles.

The scope of work for this road project agreement with Gila County is for the design and construction associated with paving a section of FSR 64 from its intersection with FSR 199 moving west to its intersection with FSR 32 (approximately 0.65 miles) and moving east to its intersection with FSR 1190 (approximately 0.48 miles). Total paving of FSR 64 from FSR 32 to FSR 1190 is therefore, roughly 1.03 miles.

The Forest Service will provide Gila County (cooperator) with $1.5M to fund one contract that will cover all construction work associated with this project, including paving the 1.03-mile section of FSR 64, incorporating new stormwater features and/or re-establishing existing features necessary for effectively managing stormwater runoff, ensuring shoulders and embankments are stabilized, restoring the roadbed in preparation for surfacing, installing traffic signs and other traffic control devices, and implementing other best management practices necessary for promoting road user safety.

Gila County surveyors will perform surveying and staking of the proposed road paving, and Gila County engineers will develop engineered drawings, specifications, and other related plans for in-house design (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.). Gila County engineers will also conduct project management and contract administration for in-house design and contracted construction. None of the earmarked funds from the Forest Service will pay for Gila County staff or services.

Forest Service Engineering staff will review Gila County's engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.), perform inspections of the project construction and implementation, and conduct close-out and post-construction tasks (e.g. Update ArcGIS, NRM, Travel Management, etc.).

This surfacing project is intended to reduce dust for all homes in the area, improve the road infrastructure, and enhance public health and safety.

III. DEFINITIONS

Not applicable.

IV. GOVERNMENT FURNISHED MATERIALS

No Federal Government furnished materials will be supplied as part of this agreement. Only funding is being provided under this road project agreement.

V. RECIPIENT FURNISHED ITEMS/SERVICES

Gila County will be providing the design and construction associated with paving a 1.03-mile segment of FSR 64 from FSR 32 to FSR 1190 as well as the completion of other accompanying tasks outlined in this document and in the project agreement. All work will conform to current design and construction standards and specifications.

Gila County will be responsible for coordinating any necessary reviews by other entities outside of Gila County and the Tonto National Forest. Gila County will also be responsible for obtaining any necessary signatures on this document.

VI. TIMEFRAME

The timeframe to complete items captured in this statement of work will be a maximum of two years from the final signature being obtained on the agreement documents.

VII. DELIVERABLES

- Engineered drawings and specifications
- Project schedule
- Soil test results (e.g. density, compaction, etc.) for backfill material (per Section 209 of FP-14) if required.
- Certification for asphalt concrete composition of mix (per Section 403 of FP-14).
- Aggregate test results (e.g. gradation, etc.) for base and surface course. Aggregate shall be obtained from an approved source, certified weed free.
- Sign plan (per MUTCD and FS Sign Guidelines, EM-7100-15)
- Temporary traffic control plan (per Sections 156 and 635 of FP-14).
- Erosion and sediment control plan (per Section 157 of FP-14).

IX. QUALITY ASSURANCE

- Quality Assurance reviews of revised/updated information used for this project shall be completed by Gila County. These reviews shall be coordinated with Tonto National Forest as for concurrence/approvals of the changes made.

X. POINTS OF CONTACT

- Gila County Public Works – Steve Sanders, (928) 402-8530, ssanders@gilacountyaz.gov
- Tonto National Forest Engineering – Cory Brunsting, (602) 762-3220, cory.brunsting@usda.gov
- Tonto National Forest Grants & Agreements – Tammi Banks, (480) 640-6342, tammi.banks@usda.gov

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: B

USFS Agreement No.: 22-RO-11031200-232 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$8,100.00	$0.00	$27,000.00	$0.00	$35,100.00
Travel	$514.00	$0.00	$0.00	$0.00	$514.00
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$1,500,000.00	$0.00	$0.00	$1,500,000.00
Other					$0.00
Subtotal	$8,614.00	$1,500,000.00	$27,000.00	$0.00	$1,535,614.00
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$1,119.82				$1,119.82
Total	$9,733.82	$1,500,000.00	$27,000.00	$0.00	
Total Project Value:					$1,536,733.82

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 98.24%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 1.76%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Forest Service engineering staff to review engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.)		$450.00	10.00		$4,500.00
Forest Service engineering staff to perform inspections of project construction and implementation.		$450.00	6.00		$2,700.00
Forest Service engineering staff to conduct close-out and post-construction tasks (e.g. Update ArcGIS, NRM, Travel Management, etc.)		$450.00	2.00		$900.00
Total Salaries/Labor					**$8,100.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Mileage from Tonto SO to Control Road (102 miles one way) for FS engineering staff to conduct field inspections (GSA - $0.22/mile) (Fuel cost - $0.20/mile)	1.5	$85.68	4.00		$514.00
Total Travel					**$514.00**

Subtotal Direct Costs	$8,614.00

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
13.00%	$8,614.00			$1,119.82
Total FS Overhead Costs				**$1,119.82**

TOTAL COST	**$9,733.82**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Other Expenses

Standard Calculation

Item		# of Units	Cost/Unit		Total
Earmarked Funding under annual budget authorizations for one contract that covers construction work along FSR 64.*	Contract	1.00	$1,500,000.00		$1,500,000.00

**County's estimate is based on market research and costs from other construction contracts for similar work*

Total Other	**$1,500,000.00**

Subtotal Direct Costs	$1,500,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$1,500,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

Cooperator elects not to assess an indirect cost rate.

TOTAL COST	**$1,500,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
County surveyors to perform surveying and staking of proposed road paving		$450.00	10.00		$4,500.00
County engineers to develop engineered drawings, specifications, and other related plans (e.g. Temporary traffic control plan, erosion and sediment control plan, etc.)		$450.00	20.00		$9,000.00
County engineers to conduct project management and contract administration for in-house design and contracted construction.		$450.00	30.00		$13,500.00
Total Salaries/Labor					**$27,000.00**

Subtotal Direct Costs	$27,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
	$27,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

Cooperator elects not to assess an indirect cost rate.

TOTAL COST	**$27,000.00**

Attachment C

4FRI Tonto Control Road Surfacing Location Map



0 0.125 0.25 0.5 0.75 1 Miles

Legend

- Control Road (FSR 64) Surfacing
- Forest Service Road
- Perennial
- Intermittent

Project Location Description

Project Beginning - Intersection with Washington Park Road (FSR 32)
Project Ending - Intersection with Verde Glen North Road (FSR 1190)

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

MODIFICATION OF GRANT OR AGREEMENT

PAGE 1 OF PAGES 6

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER:	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY:	3. MODIFICATION NUMBER:
23-RO-11031200-276		001

4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4):	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4):
Southwestern Region Office of Grants & Agreements 333 Broadway Blvd SE Albuquerque, NM 87102	Tonto National Forest 2324 E. McDowell Rd Phoenix, AZ 85006
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county):	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only):
Gila County, AZ 1400 E Ash ST Globe, AZ 85501-1483	N/A

8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
☒	CHANGE IN PERFORMANCE PERIOD: Extend performance period from 9/30/2025 to 9/29/2026.
☐	CHANGE IN FUNDING:
☒	ADMINISTRATIVE CHANGES: Add an additional clause and update the Cooperator Administrative Contact from Homero Vela to Carrie Kittrell and U.S. Forest Service Administrative Contact from Lisa Street and Tammi Banks to Kelly Whitsett - see attachment C.
☒	OTHER (Specify type of modification): Update Statement of Work

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

The purpose of this modification is to extend the performance period and update the Statement of Work for surfacing three segments of control road with aggregate instead of surfacing one segment with asphalt as specified in the original agreement. Placing aggregate on a much longer stretch of road will result in a comparable price to the original agreement. No additional funds are being added and there is no change in the Forest Service Non-Cash Contributions or Gila County, AZ Non-Cash Contributions. Also updating the USFS Administrative Contact, Cooperator Administrative Contact and adding the new required clause for the Paid Sick Leave Requirements.

10. ATTACHED DOCUMENTATION (Check all that apply):

☒	Revised Scope of Work
☐	Revised Financial Plan
☒	Other: Attachment B and C

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GILA COUNTY SIGNATURE	11.B. DATE SIGNED	11.C. GILA COUNTY SIGNATURE	11.D. DATE SIGNED
(Signature of Signatory Official)	6/3/25	(Signature of Signatory Official)	
11.E. NAME (type or print): STEVE CHRISTENSEN		11.F. NAME (type or print): CHARLOTTE ASRARY NEZAMI	
11.G. TITLE (type or print): Chairman, Gila County Board of Supervisors		11.H. TITLE (type or print): Clerk of the Board, Gila County Board of Supervisors	
11.I. GILA COUNTY SIGNATURE	11.J. DATE SIGNED	11.K. U.S. FOREST SERVICE SIGNATURE	11.L. DATE SIGNED
(Signature of Signatory Official)	6/3/25	(Signature of Signatory Official)	6/11/2025
11.M. NAME (type or print): RYAN ALCORN FOR JOE ALBO		11.N. NAME (type or print): ~~RACHEL SMITH~~ Ericka Luna	
11.O. TITLE (type or print): Gila County Attorney's Office		11.P. TITLE (type or print): Forest Supervisor, Tonto National Forest	

12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:	12.B. DATE SIGNED
Sarah Oakman Digitally signed by Sarah Oakman Date: 2025.06.06 10:53:02 -06'00'	
SARAH OAKMAN (23-RO-11031200-276 MOD-001)	
U.S. Forest Service Grants & Agreements Specialist	

USDA Forest Service
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-19 (VER. 05/24)
OMB No. 0596-0217
EXP: 05/31/2027

Paperwork Reduction Act Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

The Privacy Act of 1974, 5 U.S.C. 552a and the Freedom of Information Act, 5 U.S.C. 552 govern the confidentiality to be provided for information received by the Forest Service.

STATEMENT OF WORK
Four Forest Restoration Initiative Tonto Control Road Paving
Gila County Public Works & Tonto National Forest Engineering

This agreement modification includes the following:

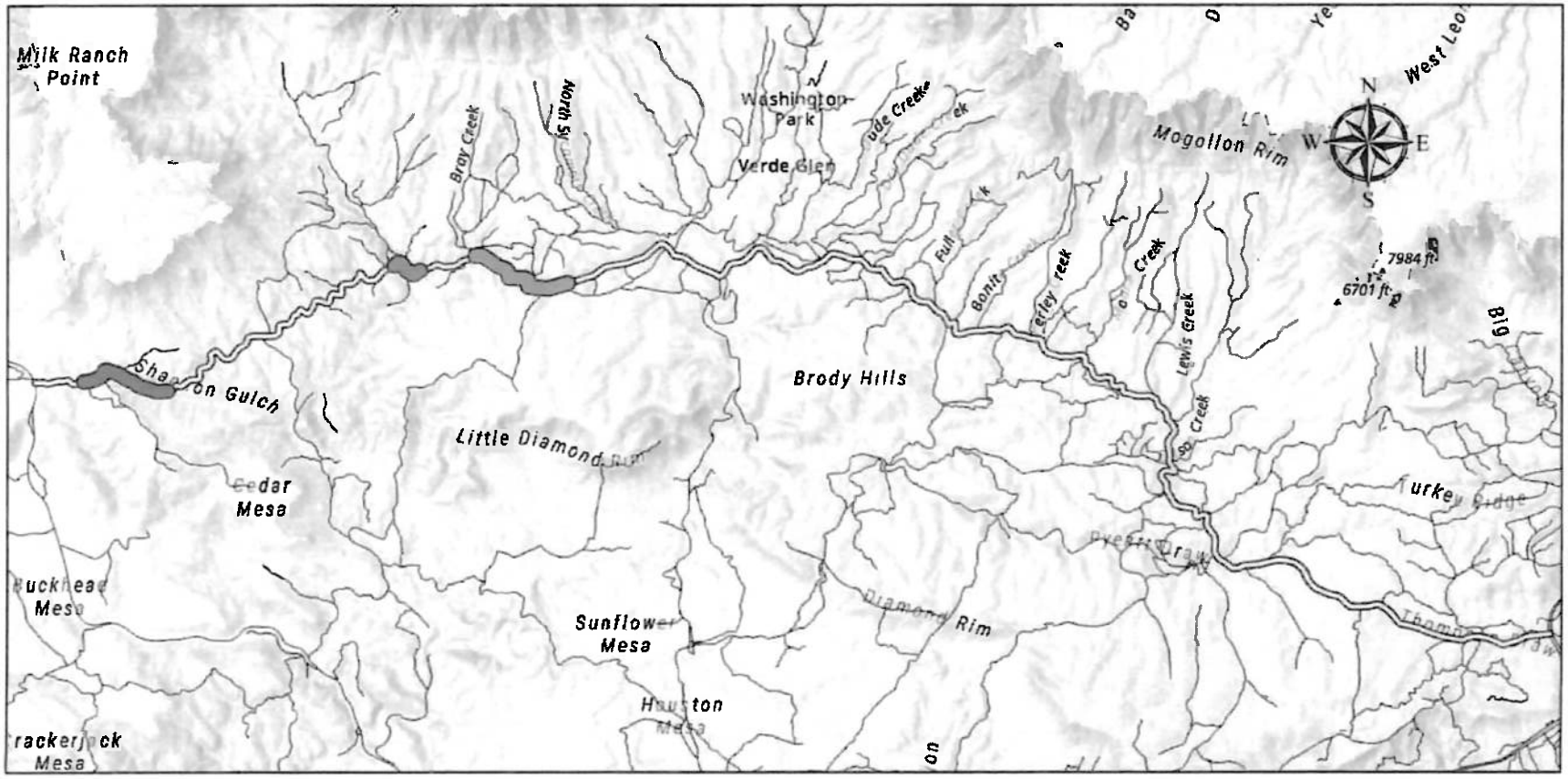
1) Surfacing three segments of Control Road with aggregate instead of surfacing one segment with asphalt as specified in the original agreement. Location areas are as follows:

   - MP 0.6 to 1.7 (1.1 miles)
   - MP 5.5 to 5.9 (0.4 miles)
   - MP 6.6 to 7.9 (1.3 miles)
     Total Length: 2.8 miles

   Control Road Surfacing Location Map attached as Attachment B.

   The existing roadway currently has severe wash boarding. Therefore, the objective is to place, shape, and compact a durable and stable 3-inch aggregate surface on these damaged road segments.

4FRI Tonto Control Road Surfacing Location Map



One inch equals 2.2 miles

Project Locations

- MP 0.6 to 1.7 (1.1 miles)
- MP 5.5 to 5.9 (0.4 miles)
- MP 6.6 to 7.9 (1.3 miles)
- Control Road

Administrative Changes

Principal Cooperator Contacts:

Removing Homero Vela; Adding Carrie Kittrell

Cooperator Administrative Contact
Carrie Kittrell 745 N Rose Mofford Way Globe, AZ 85501 Telephone: (928) 402-8521 Email: ckittrell@gilacountyaz.gov

Principal Forest Service Contacts:

Removing Lisa Street and Tammi Banks; Adding Kelly Whitsett

U.S. Forest Service Administrative Contact
Kelly Whitsett 333 Broadway Blvd SE Albuquerque, NM 87102 Telephone: (970) 732-9952 Email: kelly.whitsett@usda.gov

General Terms and Conditions Update:

The following clause has been added to the agreement per updated policy requirements:

A. PAID SICK LEAVE REQUIREMENTS. Executive Order 13706, Establishing Paid Sick Leave for Federal Contractors, and its implementing regulations, including the federal contractor paid sick leave clause at 29 CFR Part 13, Appendix A, apply to the Cooperator and any subcontractors under this agreement. These regulatory requirements are incorporated by reference into this agreement as if fully set forth in this agreement.

FS Agreement No. 23-RO-11031200-276

Cooperator Agreement No. _____

ROAD PROJECT AGREEMENT
Between The
GILA, COUNTY OF
And The
USDA, FOREST SERVICE, TONTO NATIONAL FOREST

This Project Agreement (agreement) is hereby made and entered into by and between Gila, County of, hereinafter referred to as "Gila County," and the USDA, Forest Service, Tonto National Forest, hereinafter referred to as the "U.S. Forest Service," as specified under the authority and provisions of the Cooperative Forest Road Agreement #20-RO-11031200-003 executed between the parties on February 5, 2020.

Project Title: Four Forest Restoration Initiative Control Road Paving

I. BACKGROUND:

The parties entered into a Forest Road Cooperative Agreement (Coop Agreement) on February 5, 2020. This Coop Agreement allows for the parties to cooperate in the planning, survey, design, construction, reconstruction, improvement and maintenance of certain forest roads. The Schedule A, which is attached to the Coop Agreement, identifies the maintenance responsibilities of the parties to the specific road systems and may be revised as necessary. The process of revising the Schedule A can be labor intensive and time consuming due to requiring extensive valuations and several levels of formal review. Accordingly, formal revision of the Schedule A does not readily lend itself to rapid response times, adjusting to limited funding opportunities and a high degree of site condition specificity.

The Coop Agreement allows for specific Project Agreements between the parties with the intent of completing work as expeditiously as available funds or work opportunities allow.

The Coop Agreement identifies numerous requirements for the development of Project Agreements. These requirements include but are not limited to:

- The specific project (road) must be included in an approved U.S. Forest Service – Cooperator plan (Schedule A).
- Mutual approval.
- The cost to be borne by each party.
- The amount of cooperative funds as set forth in the Project Agreement shall be the maximum commitment of either party unless changed by a formal modification prior to incurring any expense.
- Work must be completed in accordance with agreed upon standards.

II. PURPOSE:

The purpose of this Project Agreement is to document the parties' cooperation in the road surfacing project on National Forest Service System Road (NFSR) 64 to reduce issues caused by heavy traffic of logging trucks. This route is a primary route for transporting harvested timber associated with the 4 FRI (Forest Restoration Initiative) Project. This landscape scale initiative is designed to restore fire-adapted ecosystems and reduce the risk of unnaturally severe wildfires. Additionally, NFSR 64 has been identified as a high priority for Gila County transportation needs. The work is as described in the hereby incorporated Statement of Work, Financial Plan and map, attached as Exhibit A, B, and C respectively.

III. THE GILA COUNTY SHALL:

A. Perform in accordance with the Statement of Work, Financial Plan and map, attached as Exhibit A, B, and C respectively.

B. Bill the U.S. Forest Service for actual costs incurred, not to exceed $500,000.00.

C. PROGRAM MONITORING, PROGRAM PERFORMANCE REPORTS AND FINANCIAL REPORTS. - Submit performance and financial reports in accordance with requirements set forth by the Infrastructure Investment and Jobs Act:

(1) FINANCIAL STATUS REPORTS

A Federal Financial Report, form SF-425, must be submitted quarterly. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final SF-425 must be submitted either with the final payment request or no later than 120 days from the expiration date of the agreement. The form may be found at: https://www.grants.gov/forms/post-award-reportingforms.html.

(2) PROGRAM MONITORING AND PROGRAM PERFORMANCE REPORTS

The parties to this agreement shall monitor the performance of the agreement activities to ensure that performance goals are being achieved.

The cooperator may use whatever format it chooses for reporting performance, including Forest Service form SF-1500-23. Notwithstanding, performance reports must contain information on the following:

1. A comparison of actual accomplishments to the goals established for the period. Wherever the output of the project can be readily expressed in numbers, a computation of the cost per unit of output, if applicable.

2. Reason(s) for delay if established goals were not met.

3. Project activities in the upcoming quarter/reporting period.

4. Additional pertinent information

Gila County shall submit quarterly performance reports to the Forest Service Program Manager. The report is due 30 days after the reporting period ending March 31, June 30, September 30, December 31. The final performance report must be submitted either with the Gila County's final payment request, or separately, but no later than 120 days from the expiration date of the agreement.

D. DAVIS BACON WAGES FOR CONSTRUCTION. Following the requirement in Section 41101 of the Bipartisan Infrastructure Law, P.L. 117-58, Davis-Bacon wage rates must be applied for all laborers and mechanics employed by contractors or subcontractors in the performance of construction, alteration, or repair work on a project assisted in whole or in part by funding made available under this Act. Laborers and mechanics shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly referred to as the ''Davis-Bacon Act'').

IV. THE U.S. FOREST SERVICE SHALL:

V. Perform in accordance with the Statement of Work, Financial Plan and map, attached as Exhibit A, B, and C respectively.

VI. PAYMENT/REIMBURSEMENT. The U.S. Forest Service shall reimburse Gila County for the U.S. Forest Service's share of actual expenses incurred, not to exceed **$500,000.00**, as shown in the Financial Plan. The U.S. Forest Service shall make payment upon receipt of Gila County's quarterly invoice. Each invoice from Gila County must display the total project costs for the billing period.

Each invoice must include, at a minimum:

1) Gila County's name, address, and telephone number
2) U.S. Forest Service agreement number **23-RO-11031200-276**
3) Invoice date
4) Performance dates of the work completed (start and end)
5) Total invoice amount for the billing period

The invoice must be forwarded to:

U.S. Forest Service
Albuquerque Service Center
Payments – Grants & Agreements
101B Sun Ave NE
Albuquerque, NM 87109

FAX: 877-687-4894

Email a copy to: Michell Tom, michelle.tom@usda.gov

V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE PARTIES THAT:

A. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact	Cooperator Administrative Contact
Thomas Goodman 745 N Rose Mofford Way Globe, AZ 85501 928-402-8507 tgoodman@gilacountyaz.gov	Homero Vela 745 N Rose Mofford Way Globe, AZ 85501 928-240-0219 hvela@gilacountyaz.gov

Principal U.S. Forest Service Contacts:

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Michelle Tom, Civil Engineer Tonto National Forest 2324 E McDowell Road Phoenix, AZ 85006 480-826-7660 michelle.tom@usda.gov	Lisa Street Grant Management Specialist 333 Broadway Blvd SE Albuquerque, NM 87102 303-579-5992 lisa.street@usda.gov

B. In the event of a conflict between this Project Agreement and the Coop Agreement, the latter shall take precedence.

C. FREEDOM OF INFORMATION ACT (FOIA). Public access to award or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 USC 552). Requests for research data are subject to 2 CFR 215.36.

Public access to culturally sensitive data and information of Federally-recognized Tribes may also be explicitly limited by P.L. 110-234, Title VIII Subtitle B §8106 (2008 Farm Bill).

D. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO)

13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

E. FUNDING EQUIPMENT. Federal funding under this agreement is not available for reimbursement of Gila County's purchase of equipment. Equipment is defined as having a fair market value of $5,000 or more per unit and a useful life of over 1 year.

F. PARTICIPATION IN SIMILAR ACTIVITIES. This agreement in no way restricts the U.S. Forest Service or Gila County from participating in similar activities with other public or private agencies, organizations, and individuals.

G. ENDORSEMENT. Any of Gila County's contributions made under this agreement do not by direct reference or implication convey U.S. Forest Service endorsement of Gila County's products or activities.

H. ALTERNATE DISPUTE RESOLUTION. In the event of any issue of controversy under this agreement, the parties may pursue Alternate Dispute Resolution procedures to voluntarily resolve those issues. These procedures may include, but are not limited to, conciliation, facilitation, mediation, and fact finding.

I. PROHIBITION AGAINST INTERNAL CONFIDENTIAL AGREEMENTS: All non federal government entities working on this agreement will adhere to the below provisions found in the Consolidated Appropriations Act, 2016, Pub. L. 114-113, relating to reporting fraud, waste and abuse to authorities:

(a) The recipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The recipient must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (a) of this award provision are no longer in effect.

(c) The prohibition in paragraph (a) of this award provision does not contravene requirements applicable to any other form issued by a

Federal department or agency governing the nondisclosure of classified information.

(d) If the Government determines that the recipient is not in compliance with this award provision, it:

(1) Will prohibit the recipient's use of funds under this award, in accordance with sections 743, 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and

(2) May pursue other remedies available for the recipient's material failure to comply with award terms and conditions.

J. MODIFICATION. Modifications within the scope of this agreement must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change. The U.S. Forest Service is not obligated to fund any changes not properly approved in advance.

K. TERMINATION. Either party, in writing, may terminate this agreement in whole, or in part, at any time before the date of expiration. Neither party shall incur any new obligations for the terminated portion of this agreement after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination. (Excess funds must be refunded within 60 days after the effective date, OR Excess funds must be refunded in accordance with the REFUND provision of the agreement).

L. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 9/30/2025, at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

M. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

9-5-2023

JAMES MENLOVE, Clerk of the Board Date
Gila County Board of Supervisors

9.5.23

Woody Cline, Chairman Gila Date
County Board of Supervisors

NEIL BOSWORTH, Forest Supervisor Date
U.S. Forest Service, Tonto National Forest

The authority and format of this agreement have been reviewed and approved for signature.

TAMMI BANKS Digitally signed by TAMMI BANKS
Date: 2023.08.17 22:59:11 -07'00'

LISA STREET / TAMMI BAKS Date
U.S. Forest Service Grants Management Specialist

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

STATEMENT OF WORK
Four Forest Restoration Initiative Tonto Control Road Paving
Gila County Public Works & Tonto National Forest Engineering

I. BACKGROUND

National Forest System Road (NFSR) 64, Control Road, is a 2-lane, native surface, arterial road and main corridor through the Tonto National Forest as well as Gila County, Arizona. This road provides access to numerous residential communities north of Payson and below the Mogollon Rim. The road is also a connector between SR-87 and SR-260.

NFSR 64 is located within the Four Forest Restoration Initiative (4FRI) area. 4FRI is a collaborative, landscape-scale initiative designed to restore fire-adapted ecosystems, which includes, among other goals, reducing fuels through timber harvesting and thus, helping to reduce the risk of unnaturally severe wildfires. NFSR 64 is a primary route for transporting harvested timber associated with the 4FRI project.

Whispering Pines is a subdivision located off of NFSR 64 at the intersection with NFSR 199, Houston Mesa Road. Paving to the east and west of this intersection along NFSR 64 for a total length of approximately 1.03 miles has been identified as a high priority Gila County transportation need. Road paving would reduce particulate matter (dust) for all homes in the area, particularly from logging trucks transporting timber. In addition to improving air quality, paving the road segment would improve system efficiency, preserve the existing infrastructure, and improve visibility, thereby enhancing safety for the travelling public and providing safer access to residential communities in the area.

The Tonto National Forest is supportive of these actions to meet the transportation needs of Gila County and the public that they serve.

II. SCOPE OF WORK

This agreement is a separate agreement from the Road Project Agreement Number: 20-RO-11031200-003 but is the continuation of the same project. Gila County has a vested interest in paving a section of NFSR 64 at the intersection with NFSR 199 due to the presence of the Whispering Pines community that currently contends with poor air quality and substantial dust produced from logging trucks and other motorized vehicles.

The scope of work for this road project agreement with Gila County is for the construction associated with paving a section of NFSR 64 from its intersection with NFSR 199 moving west to its intersection with NFSR 32 (approximately 0.65 miles) and moving east to its intersection with NFSR 1190 (approximately 0.48 miles). Total paving of NFSR 64 from NFSR 32 to NFSR 1190 is therefore, roughly 1.03 miles.

The Forest Service is providing to Gila County (cooperator) through an existing Road Project Agreement, Agreement Number: 22-RO-11031200-232, earmarked funding

under annual budget authorizations, for three contracts that cover geotechnical investigations, design, and construction work, respectively, along NFSR 64.

Due to increasing construction costs, the anticipated expenses for construction along NFSR 64 are higher than initially estimated. The Forest Service will therefore, provide Gila County with an additional $500,000, using Four Forest Restoration Initiative funds, to help fund the contract that covers construction work associated with this project. This work includes paving the 1.03-mile section of NFSR 64, re-establishing existing features necessary for effectively managing stormwater runoff, ensuring shoulders and embankments are stabilized, restoring the roadbed in preparation for paved surfacing, delivering and placing aggregate base course, installing traffic signs and other traffic control devices, and implementing other best management practices necessary for promoting road user safety. The finished road width, about 22 feet, will remain unchanged after project completion. Total project costs are estimated at $2,000,000.

County engineers will conduct project management, inspections, and contract administration for contracted construction. None of the Four Forest Restoration Initiative funds from the Forest Service will pay for Gila County staff or services.

Forest Service Engineering staff will perform site visits and coordinate with Gila County staff during construction, as needed.

This pavement project is intended to reduce dust for all homes in the area, improve the road infrastructure, and enhance public health and safety.

III. DEFINITIONS

Not applicable.

IV. GOVERNMENT FURNISHED MATERIALS

No Federal Government furnished materials will be supplied as part of this agreement. Only funding is being provided under this road project agreement.

V. RECIPIENT FURNISHED ITEMS/SERVICES

Gila County will be providing project management and contract administration for contracted construction associated with paving a 1.03-mile segment of NFSR 64 from NFSR 32 to NFSR 1190 as well as the completion of other accompanying tasks outlined in this document and in the project agreement. All work will conform to the *US Department of Transportation*, *Federal Highway Administration* "Standard Specifications for Construction of Roads and Bridges on Federal Highway Projects, FP-14" or to Gila County current standards and specifications.

The County will be responsible for providing quarterly performance/status reports and financial reports and for coordinating any necessary reviews by other entities outside of

the County and the Tonto National Forest. The County will also be responsible for obtaining any necessary signatures on this document.

VI. TIMEFRAME

The timeframe to complete items captured in this statement of work will be a maximum of two years from the final signature being obtained on the agreement documents.

VII. GILA COUNTY DELIVERABLES

- Engineered drawings and specifications
- Project schedule
- Soil test results (e.g. density, compaction, etc.) for backfill material (per Section 209 of FP-14) if required.
- Certification for asphalt concrete composition of mix (per Section 403 of FP-14).
- Aggregate test results (e.g. gradation, etc.) for base course. Aggregate shall be obtained from an approved source, certified weed free.
- Sign plan (per MUTCD and FS Sign Guidelines, EM-7100-15)
- Temporary traffic control plan (per Sections 156 and 635 of FP-14).
- Erosion and sediment control plan (per Section 157 of FP-14).

The Contractor will provide a project schedule no later than five (5) business days after the first pre-construction meeting. Timelines for the remaining deliverables will be included in the project schedule and should provide sufficient time (at least fifteen (15) business days for review and approval by Gila County and Tonto National Forest staff, prior to beginning construction.

IX. QUALITY ASSURANCE

- Quality Assurance reviews of revised/updated information used for this project shall be completed by the County. These reviews shall be coordinated with Tonto National Forest as for concurrence/approvals of the changes made.

X. POINTS OF CONTACT

- Gila County Public Works – Thomas Goodman, (928) 402-8507, tgoodman@gilacountyaz.gov
- Tonto National Forest Engineering – Michelle Tom, (480) 826-7660, michelle.tom@usda.gov
- Tonto National Forest Grants & Agreements – Lisa Street, (303) 579-5992, lisa.street@usda.gov

U.S. Forest Service

OMB 0596-0217
FS-1500-17B

Attachment: Exhibit B

USFS Agreement No.: 23-RO-11031200-276 Mod. No.:

Cooperator Agreement No.:

Note: This Financial Plan may be used when:
(1) No program income is expected and
(2) The Cooperator is not giving cash to the FS and
(3) There is no other Federal funding

Agreements Financial Plan (Short Form)

Financial Plan Matrix: Note: All columns may not be used. Use depends on source and type of contribution(s).

	FOREST SERVICE CONTRIBUTIONS		COOPERATOR CONTRIBUTIONS		
	(a)	(b)	(c)	(d)	
COST ELEMENTS	Noncash	Cash to Cooperator	Noncash	In-Kind	(e) Total
Direct Costs					
Salaries/Labor	$1,800.00	$0.00	$4,500.00	$0.00	$6,300.00
Travel	$257.04	$0.00	$0.00	$0.00	$257.04
Equipment	$0.00	$0.00	$0.00	$0.00	$0.00
Supplies/Materials	$0.00	$0.00	$0.00	$0.00	$0.00
Printing	$0.00	$0.00	$0.00	$0.00	$0.00
Other	$0.00	$500,000.00	$0.00	$0.00	$500,000.00
Other					$0.00
Subtotal	$2,057.04	$500,000.00	$4,500.00	$0.00	$506,557.04
Coop Indirect Costs		$0.00	$0.00		$0.00
FS Overhead Costs	$308.56				$308.56
Total	$2,365.60	$500,000.00	$4,500.00	$0.00	
Total Project Value:					$506,865.60

Matching Costs Determination	
Total Forest Service Share = (a+b) ÷ (e) = (f)	(f) 99.11%
Total Cooperator Share (c+d) ÷ (e) = (g)	(g) 0.89%
Total (f+g) = (h)	(h) 100.00%

WORKSHEET FOR

FS Non-Cash Contribution Cost Analysis, Column (a)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
Engineering Staff to Perform Site Visits.		$450.00	2.00		$900.00
Engineering Staff to Coordinate with Gila County During Construction Process.		$450.00	2.00		$900.00
Total Salaries/Labor					**$1,800.00**

Travel

Standard Calculation

Travel Expense	Employees	Cost/Trip	# of Trips		Total
Mileage From Tonto Office to Control Road (102 miles one way) for Engineering Staff to Conduct Field Inspections (GSA - $0.22/mile Fuel Cost $0.20/Mile)	1.5	$85.68	2.00		$257.04
Total Travel					**$257.04**

Subtotal Direct Costs	$2,057.04

Forest Service Overhead Costs

Current Overhead Rate	Subtotal Direct Costs			Total
15.00%	$2,057.04			$308.56
Total FS Overhead Costs				**$308.56**

TOTAL COST	**$2,365.60**

WORKSHEET FOR

FS Cash to the Cooperator Cost Analysis, Column (b)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix. NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Other Expenses

Non-Standard Calculation	
Contract That Covers Construction work along NFSR 64.	$500,000.00
Total Other	**$500,000.00**

Subtotal Direct Costs	$500,000.00

Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$500,000.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$500,000.00**

WORKSHEET FOR

Cooperator Non-Cash Contribution Cost Analysis, Column (c)

Use this worksheet to perform the cost analysis that supports the lump sum figures provided in the matrix.
NOTE: This worksheet auto populates the relevant and applicable matrix cells.

Cost element sections may be deleted or lines may be hidden, if not applicable. Line items may be added or deleted as needed. The Standard Calculation sections provide a standardized formula for determing a line item's cost, e.g. cost/day x # of days=total, where the total is calculated automatically. The Non-Standard Calculation sections provide a write-in area for line items that require a calculation formula that is other than the standardized formules, e.g. instead of salaries being calculated by cost/day x # of days, costs may be calculated simply by a contracted value that is not dependent on days worked, such as 1 employee x $1,200/contract= $1,200. Be sure to review your calculations when entering in a Non-Standard Calculation, and provide a brief explanation of units used to make calculation, e.g. '1 month contract,' on a line below the figures.

Salaries/Labor

Standard Calculation

Job Description		Cost/Day	# of Days		Total
County Engineers to Conduct Project Management, Inspections, and Contract Administration for On-Call Design and Contract Construction		$450.00	10.00		$4,500.00
Total Salaries/Labor					**$4,500.00**

Subtotal Direct Costs	$4,500.00

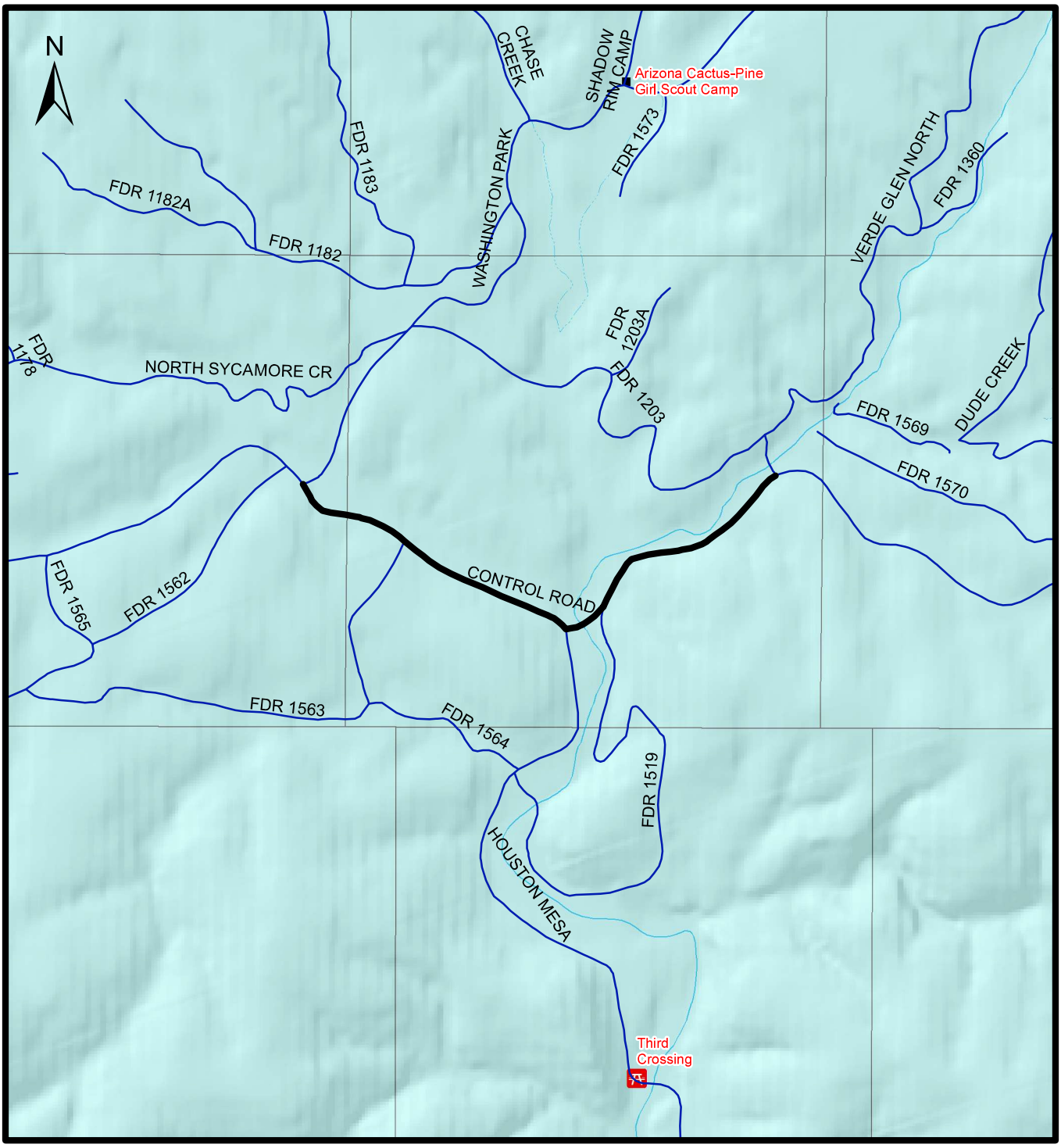
Cooperator Indirect Costs

Current Overhead Rate	Subtotal Direct Costs			Total
0.00%	$4,500.00			$0.00
Total Coop. Indirect Costs				**$0.00**

TOTAL COST	**$4,500.00**

Exhibit C: Location Map

US Forest Service Agreement No
23-RO11031200-276



0 0.125 0.25 0.5 0.75 1 Miles

Legend

- Control Road (FSR 64) Surfacing
- Forest Service Road
- Perennial
- Intermittent

Project Location Description

Project Beginning - Intersection with Washington Park Road (FSR 32)
Project Ending - Intersection with Verde Glen North Road (FSR 1190)

ARF-10375 **3. A.**

Special BOS Meeting

Meeting Date: 07/28/2026

Reporting Period: Board of Supervisors' June 2, 2026, Meeting Minutes

Submitted By: Maria Cook, Deputy Clerk Senior

Information

Subject

Board of Supervisors' June 2, 2026, Meeting Minutes.

Suggested Motion

Approval of the Board of Supervisors' June 2, 2026, Meeting Minutes.

Attachments

June 2, 2026, Board of Supervisors' Meeting Minutes

BOARD OF SUPERVISORS MEETING MINUTES
GILA COUNTY, ARIZONA

Date: June 2, 2026

STEPHEN CHRISTENSEN
Chairman

WOODY CLINE
Vice-Chairman

TIM R. HUMPHREY
Member

CHARLOTTE ASRARYNEZAMI
Clerk of the Board

By: Maria Cook
Senior Deputy Clerk of the Board

Gila County Courthouse
Globe, Arizona

PRESENT: Stephen Christensen, Chairman; Woody Cline, Vice-Chairman; and Tim R. Humphrey, Member.

STAFF PRESENT: Michael O'Driscoll, Interim County Manager; Joshua Beck, Deputy County Manager; Joe Albo, Deputy County Attorney - Senior Civil; Macie Hamblen, Deputy County Attorney – Civil; Charlotte Asrarynezami, Clerk of the Board; and Maria Cook, Senior Deputy Clerk of the Board.

Item 1 – CALL TO ORDER – PLEDGE OF ALLEGIANCE – INVOCATION

The Board of Supervisors met in a Regular Meeting at 10:00 a.m. on this date in the Board of Supervisors' hearing room. Woody Cline led the Pledge of Allegiance, and Nick Montague delivered the invocation.

Item 2 – PUBLIC HEARINGS:

A. A. Information/Discussion/Action to adopt Resolution No. 26-06-01 to name a road in the Roosevelt area as South Legacy Ridge.

Tom Homan, Geographic Information System (GIS) Department Director, presented a map and informed the Board that a parcel in the Roosevelt vicinity had recently been subdivided into multiple parcels, with development underway. This new street is south of Highway 188 in Section 15 of Township 03N Range 13E. Section 805 of the Addressing Ordinance limits similar-sounding names within the County. The offered name, Legacy Ridge, is not used elsewhere in Gila County as a street name, so the name selection requirement is satisfied.

Mr. Homan stated he was available to answer questions. Supervisor Humphrey and Vice-Chairman Cline indicated they had no questions. Chairman Christensen opened the public hearing with no public comments. The public hearing was closed, and Chairman Christensen called for a motion from the Board.

Upon motion by Supervisor Humphrey and a second by Vice-Chairman Cline, the Board unanimously adopted Resolution No. 26-06-01. **(A Copy of the Resolution is permanently attached to these minutes.)**

Item 3 – REGULAR ITEMS:

A. Information/Discussion/Action to approve the Site Location Participation Agreements for Election Drop Boxes between the Gila County Recorder's Office and the following entities/jurisdictions: Town of Miami, Town of Hayden, San Carlos Apache Tribe, Canyon Day Assembly of God Church, Tonto Basin Fire District, Pine/Strawberry Fire District, Young Public Library, and the Town of Star Valley.

Wendy Mannigel-Smith, County Recorder, reported that all required Agreements for Election Drop Boxes had been executed following a delay in the election timeline that allowed the entities' respective boards to sign. She listed the participating locations and noted Pine was relocated from the library to the fire station. Ms. Mannigel-Smith confirmed the Primary Election opening date as June 24, 2026, and noted voting early voting centers would open at the Recorder's Office and in Payson that day. The Board expressed support and asked no questions.

Upon motion by Vice-Chairman Cline and a second by Supervisor Humphrey, the Board unanimously approved the Site Location Participation Agreements for Election Drop Boxes, as presented.

B. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 061423 - *Primary Banking Service* with JPMorgan Chase Bank, N.A., extending the contract term through June 30, 2027.

Chairman Christensen read the Agenda Item aloud and called for a motion from the Board.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously recessed as the Gila County Board of Supervisors and convened as the Gila County Board of Deposit.

Monica Wohlforth, County Treasurer, provided background information that the original contract with JPMorgan Chase Bank was approved on June 14, 2023, pursuant to a request for proposals for primary banking services for the

County Treasurer. She requested approval to exercise a one-year renewal option to extend the term from July 1, 2026, through June 30, 2027, and stated she would return for further extensions as appropriate. The Board had no questions.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved Amendment No. 1 to Contract No. 061423 with JPMorgan Chase Bank, N.A., as presented.

Chairman Christensen called for a motion from the Board.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously adjourned as the Gila County Board of Deposit and convened as the Gila County Library District Board of Directors.

C. Information/Discussion/Action to approve Library Service Agreements between the Gila County Library District and the following entities: City of Globe-$135,800; Isabelle Hunt Library Board-$131,100; Town of Miami-$63,600; Town of Payson-$283,600; San Carlos Public Library - $42,200; Tonto Basin Public Library-$86,500; and Pleasant Valley Community Library Board for the Young Public Library-$67,700, all of which will begin on July 1, 2026, to June 30, 2027.

Natalie Bulick, County Librarian, explained that the library branch budget increased by $44,007.05 and that the branches would receive a 3% increase totaling $25,300. Supervisor Humphrey asked clarifying questions about the set allocation. Ms. Bulick described the formula used to set branch amounts (program attendance, patrons served, website hits, etc.)

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved the Library Service Agreements for the period of July 1, 2026, to June 30, 2027, as presented.

D. Information/Discussion/Action to approve a Library Service Agreement between the Gila County Library District and the Town of Hayden for the Hayden Public Library for $61,400 for the period of July 1, 2026, to June 30, 2027.

Ms. Bulick confirmed that the Hayden Public Library is the only library that the Library District operates as a branch. This Library Service Agreement provides the same funding as the other seven libraries, with the inclusion of the following: staff are County employees, the Town of Hayden provides the library building, free of any charges to the Gila County Library District, and the Town of Hayden is responsible for maintaining and insuring the library premises.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved a Library Service Agreement with the Town of Hayden for the Hayden Public Library for the period of July 1, 2026, to June 30, 2027.

Chairman Christensen called for a motion from the Board.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously adjourned as the Gila County Library District Board of Directors and reconvened as the Gila County Board of Supervisors

E. Information/Discussion/Action to approve Contract No. CTR074570-GC1 - *DraftOne - AI-Assisted Report Drafting* with Axon Enterprise Inc. through April 18, 2027, for a compensation amount of $13,686.21.

Captain Cole LaBonte, Sheriff's Office, presented the request and explained that detectives often spend a lengthy amount of time reviewing hours of interview recordings and preparing chronological, prosecutable reports. He stated that the Sheriff's Office evaluated artificial intelligence (AI) products, tested closed-AI solutions, worked with the County Attorney's Office, and selected Axon Enterprise, Inc. for a limited initial deployment. After determining that Axon's product is best suited to their needs, and that it produces consistent chronological reports from recorded audio and associated metadata. Captain LaBonte explained that the software is intended to improve efficiency, reduce report-writing time, and allow law enforcement staff to return to other duties more quickly while providing better service to victims.

Captain LaBonte acknowledged concerns about the use of AI in law enforcement, including potential litigation over inaccuracies or diminished investigative skills. He emphasized that the chosen AI system is closed, only organizing recorded evidence into a chronological report without generating new information. Captain Labonte further explained that deputies are required to review, edit as necessary, and certify each report before submission to the County Attorney's Office for prosecution, including acknowledging the use of AI in preparing the report. Captain LaBonte also noted that the Sheriff's Office coordinated with the County Attorney's Office regarding implementation and with the State Library, Archives, and Records concerning applicable records-retention requirements.

Captain LaBonte stated that the request was for seven licenses at an annual cost of $13,686.21. He further explained that because Axon's current State of Arizona cooperative contract expires within the next year, the agreement was limited to a one-year term, and that the Sheriff's Office may return with a future request to expand the program if funding is available.

Supervisor Humphrey asked about the County Attorney's Office's position regarding reports generated with AI. Joe Albo, Deputy County Attorney - Senior Civil, explained that the Civil Division reviewed the contract but did not evaluate the product itself. Mr. Albo noted that the County Attorney's Office already uses AI-assisted legal research tools and the County Attorneys are required to verify all cited authorities, and stated he had not discussed the software directly with Joseph Collins, Chief Deputy County Attorney. Captain LaBonte added that he had discussed the matter with Mr. Collins and reiterated that his biggest concern was not having closed-AI.

Supervisor Humphrey supported the proposal, noting that reducing report time could boost productivity. Vice-Chairman Cline said the cost was reasonable. Chairman Christensen discussed AI's growing role and the importance of keeping original documents to verify information.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Contract No. CTR074570-GC1 with Axon Enterprise Inc., as presented.

F. Information/Discussion/Action to approve Amendment No. 5 to Professional Services Contract No. 081723 - Election Services and Maintenance Service with Election Systems & Software, renewing the contract term for the period of April 1, 2026, through March 31, 2027, for a term amount not to exceed $43,490.15.

Eric Mariscal, Elections Department Director, requested approval of Amendment No. 5 to continue maintenance coverage for election equipment and software. He advised that this was a routine renewal to keep systems covered and supported. The Board indicated no questions and approved the Amendment.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved Amendment No. 5 to Professional Services Contract No. 081723 with Election Systems & Software, as presented.

G. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 091424 - *Opioid Abatement (Wraparound Services)* with WOWZA, LLC, renewing the contract term from January 21, 2026, through January 20, 2027, for a renewal term amount not to exceed $650,000.

Paula Horn, Public Health and Community Services Department Deputy Director, explained that funding comes from the One Arizona Settlement Funds Agreement. Stella Gore, Vice President of WOWZA, presented the Wraparound Service program accomplishments: prevention and education partnerships with schools, non-profits, youth organizations, community events such as Harvesting Hope Families dinner with approximately 40 attendees, Naloxone (a

fast-acting medicine that can reverse an opioid overdose by restoring normal breathing) distribution and overdose education, and assistance to individuals in recovery for housing, treatment, court appointments, medication, clothing, and employment supports. Ms. Gore reported that 77% of clients assisted remained drug-free and employed three months after Wraparound assistance (six months after rehabilitation) and described partnerships with healthcare, behavioral health, first responders, recovery organizations, and community members. The Board commended the work and expressed support.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to Contract No. 091424 with WOWZA, LLC, as presented.

H. Information/Discussion/Action to approve Amendment No. 1 to Professional Services Contract No. 061325 - Legal Services - Felony Criminal, Misdemeanor, Early Disposition Court, Mental Health, Juvenile Delinquency, and Arraignments with J McCarty Law PLLC, increasing the contract term amount by $7,500 for a revised maximum not-to-exceed compensation amount of $127,500 through June 30, 2026.

Olivia Todd, Finance Department Deputy Director, explained that the County has a contract with J McCarty Law to provide representation for indigent defendants in a variety of matters. Due to another attorney's decision to cease accepting misdemeanor cases in Justice Court, Mr. McCarty was asked to accept those misdemeanor cases; the amendment provides additional monthly compensation, retroactive to April 2026, to cover the added workload. The Board had no questions.

Upon motion by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to Professional Services Contract No. 061325 with J McCarty Law PLLC, as presented.

I. Information/Discussion/Action to approve a Subrecipient Agreement between Gila County, UEI# C8EKKJK67XB1, and the Arizona Department of Emergency and Military Affairs for FFY 2025/2026 Emergency Management Performance Grant No. EMF-2025-EP-05007 to accept funding for $105,170 with a cost match of $105,170 of non-federal funds or 50% of the total approved project cost of $210,340 for the performance period of July 1, 2024, to June 30, 2025.

Carl Melford, County Emergency Management Division Director, presented the Emergency Management Performance Grant pass-through from FEMA (Federal Emergency Management Agency) via the DEMA (Arizona Department of Emergency and Military Affairs) to fund Emergency Management staff and operations. He noted the grant amount and required general fund cash match, explained the reimbursement nature of the grant, and addressed a

typographical correction in the suggested motion regarding an incorrect date (June 31). Vice-Chairman Cline asked about the source of the match, and Chairman Christensen inquired about the timing of reimbursements; Mr. Melford confirmed that the match is General Fund cash and that reimbursements are sought for prior expenditures under the grant.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved a Subrecipient Agreement between Gila County, UEI# C8EKKJK67XB1, and the Arizona Department of Emergency and Military Affairs for FFY 2025/2026 Emergency Management Performance Grant No. EMF-2025-EP-05007, as presented.

J. Information/Discussion/Action to approve Amendment No. 1 to Contract No. 240161-12-GC1 - *Buckhead Mesa Landfill Expansion Environmental Documents/Clearances* with Kimley-Horn and Associates, Inc., extending the contract term through January 12, 2027, and increasing the maximum not-to-exceed compensation amount to $317,408.

Thomas Goodman, County Engineer, summarized the request to extend the contract with Kimley-Horn and Associates Inc. to complete NEPA (National Environmental Policy Act) documents and environmental clearances required by Tonto National Forest Service (Forest Service) for a proposed land purchase to expand the Buckhead Mesa landfill. He explained the amendment adds $79,408 to address additional reporting, analysis, and documentation associated with seven additional archaeological sites and to continue monthly coordination with the Forest Service. Supervisor Humphrey asked whether the Forest Service would accept the County's documents. Discussion included the acreage under consideration and the high cost of environmental work.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved Amendment No. 1 to Contract No. 240161-12-GC1 with Kimley-Horn and Associates, Inc., as presented.

K. Information/Discussion/Action to approve Economic Development Agreement No. 2026-0274, an economic development grant, between Gila County and the San Carlos Apache Tribe in the amount of $10,000, to support the Tribe's 8th Annual Small Business Plan Competition, which the Board has determined to be for the benefit of the public.

Vice-Chairman Cline stated that his constituent fund will cover this request to support the Tribe's Small Business Plan Competition. He mentioned past positive experiences and participation, and noted the Board has concluded the grant benefits the public. Other Supervisors also expressed their support.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Economic Development Agreement No. 2026-0274, between Gila County and the San Carlos Apache Tribe in the amount of $10,000, to support the Tribe's 8th Annual Small Business Plan Competition, which the Board has determined to be for the benefit of the public.

L. Information/Discussion/Action to authorize the submittal of Lease Application SF299-23 to the U.S. Forest Service, whereby Gila County will lease the property that is used for the Jim Jones Shooting Range.

Michael O'Driscoll, Interim County Manager, reported that the Northern Gila County Range Commission (NGCRC), which operates the Jim Jones Shooting Range, had notified the County of the Forest Service lease expiring at the end of December 2026, and that County staff, the County Attorney's Office, the Forest Service, and the NGCRC had worked for approximately 18 months to prepare a lease submittal. He explained the process has two parts: (1) the Forest Service leasing property to Gila County and (2) a subsequent County sublease to the NGCRC for operation (which will be brought to the Board for approval in the coming months); the current action authorized only the County's SF29923 lease application to the Forest Service. The Board discussed liability and insurance requirements; staff confirmed that the Forest Service requires the operator to carry liability insurance naming Gila County as an additional insured, and that the County receives policy renewals for the record.

Vice-Chairman Cline thanked NGCRC, management, and the community for their value and inquired about the duration of the new lease. Mr. O'Driscoll confirmed it is a 20-year renewal.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously authorized the submittal of Lease Application SF299-23 to the U.S. Forest Service, as presented.

M. Information/Discussion/Action to approve Line Extension Agreement Work Order No. WA907916 between Gila County and Arizona Public Service Company (APS), whereby APS will construct electric distribution facilities to serve the Tonto Basin well site located on Forest Service Land in Tonto Basin near the Tonto Basin Bridge.

Matt Rencher, Public Works Department Deputy Director, explained the request to extend electrical service to an existing wellhead (registered with the Arizona Department of Water Resources) on Forest Service property to provide an alternative water source for Roads Division operations in the Tonto Basin, as the existing creek source is running dry. He stated that a contractor will provide electrical conduit and wiring from the point of service to the well, and APS will construct and energize the service from the transformer to the meter, covering the costs. Mr. Rencher noted floodplain and permitting approvals

must be obtained before the water well may be brought into operation, but staff expect to complete required approvals concurrently with APS work. Supervisor Humphrey asked about existing permits and retention. Mr. Rencher confirmed the timeline of their project. Vice-Chairman Cline asked if there was a Use Permit in place with the Tonto National Forest Service, and Mr. Rencher confirmed that the permit was secured.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Line Extension Agreement Work Order No. WA907916 with APS, as presented.

N. Information/Discussion/Action to approve Amendment No. 1 to Contract No. CTR076572-GC3 with GH2 Architects, LLC for Design Services - Rally Around the Flags Project, extending the contract term through August 31, 2026, with no increase to the contract amount.

Joseph Dickison, Facilities and Land Management Department Director, presented a time extension to retain GH2 Architects, LLC for continued construction administration services for the Rally Around the Flags Project at the Gila County Tommie Cline Martin Complex. He explained that the Amendment ensures architectural oversight and responsiveness during construction and that there is no additional cost associated with the extension. The Board thanked Mr. Dickison and had no questions.

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved Amendment No. 1 to Contract No. CTR076572-GC3 with GH2 Architects, LLC, as presented.

O. Information/Discussion/Action to approve Amendment No. 1 to Contract No. CTR076572-GC1 - *Design Services - Gila County Courthouse Roof Replacement* with GH2 Architects, LLC, extending the contract term through April 15, 2027, with no increase to the maximum not-to-exceed compensation amount of $53,364.

Mr. Dickison explained that this time extension will allow GH2 Architects, LLC to continue providing professional construction administration services for the Courthouse Roof Replacement as the County evaluates procurement and delivery strategies and potential bundling of related building system improvements. He emphasized the amendment preserves continuity of architectural services through bidding, construction, and contract close-out; no additional funds were requested. The Board had no questions.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved Amendment No. 1 to Contract No. CTR076572-GC1 with GH2 Architects, LLC, as presented.

4S. Acknowledgment of the Report of County Manager-Approved Contracts Under $50,000 for the Month of April 2026.

Supervisor Humphrey requested that Consent Agenda Item 4S be pulled for discussion and acknowledged that there were six Petition for Redemption of Exemption Waiver on the Consent Agenda.

Joe Albo, Deputy County Attorney - Senior Civil, stated that the Civil Division of the County Attorney's Office recommended tabling Item 4S.

Upon motion by Supervisor Humphrey, seconded by Chairman Christensen, the Board voted 2-1 to table Consent Agenda Item 4S, with Vice-Chairman Cline voting nay.

Item 4 – CONSENT AGENDA ACTION ITEMS: (Any matter on the Consent Agenda will be removed from the Consent Agenda and discussed and voted upon as a regular agenda item upon the request of any member of the Board of Supervisors.)

A. Approval to adopt an Order canceling Precinct Committeemen Elections and Appoint Precinct Committeemen as shown in Attachment A of the Order, who have filed nomination petitions for precinct committeemen of their party in the specified precinct.

B. Approval of Amendment No.1 to Contract No. CTR076954 with the Arizona Department of Health Services for minor changes to the scope of work and revisions to the price sheet to reflect budget transfers exceeding 10% of the total annual budget or involving a non-funded line item.

C. Approval of Amendment No. 3 to Intergovernmental Agreement No. DI25-002432 between the Arizona Department of Economic Security and the Gila County Community Services Division, revising the scope of work regarding the General Reporting Requirements for Community Action Services Program.

D. Approval of Amendment No. 3 to Contract No. 041823A with A to Zen, LLC DBA Sanders Family Transport and Amendment No. 3 to Contract No. 041823B with Lamont IFP LLC DBA Lamont Mortuary of Globe for Transport for Autopsy Services, renewing the term of both contracts for one additional year from July 1, 2026, through June 30, 2027, with no change to the maximum compensation amount.

E. Approval of a Petition for Redemption of Exemption Waiver from Harold W. Sens petitioning to have the individual tax exemption on parcel 201-08-017A that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

F. Approval of a Petition for Redemption of Exemption Waiver from Bernard Louis Juracka petitioning to have the individual tax exemption on parcel 302-87-337 that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

G. Approval of a Petition for Redemption of Exemption Waiver from Richard J. Kudlicki petitioning to have the individual tax exemption for parcel 304-02-032 that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

H. Approval of a Petition for Redemption of Exemption Waiver from Frank J. LaCosse petitioning to have the individual tax exemption for parcel 304-01-268 that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

I. Approval of a Petition for Redemption of Exemption Waiver from Lloyd Stroud petitioning to have the individual tax exemption for parcel 302-70-137A that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

J. Approval of a Petition for Redemption of Exemption Waiver from Patricia Lynn Jahnke petitioning to have the individual tax exemption for parcel 302-79-274 that is deemed waived by A.R.S. § 42-11153(A) redeemed for tax year 2026.

K. Authorization of the Chairman's signature on Mutual Acknowledgment of Prior Real Property Lease Termination and Mutual Release of All Claims for the real property located at 341 South Hill Street, Globe, Arizona, between Peter Oddonetto and Gila County, effective June 2, 2026.

L. Authorization of the Chairman's signature on the Quit Claim Deed for the Clerk of the Board's over-the-counter sale of Assessor's tax parcel number 101-09-060 to Corey Busboom.

M. Acknowledgment of the April 2026 monthly activity report submitted by the Clerk of the Superior Court.

N. Acknowledgment of the March 2026 monthly report submitted by the Recorder's Office.

O. Acknowledgment of the April 2026 monthly report submitted by the Recorder's Office.

P. Acknowledgment of the April 2026 monthly report submitted by the Globe Regional Justice of the Peace Office.

Q. Acknowledgment of the April 2026 monthly report submitted by the Payson Regional Constable’s Office.

R. Acknowledgment of the April 2026 monthly report submitted by the Globe Regional Constable's Office.

~~S. Acknowledgment of the Report of County Manager Approved Contracts Under $50,000 for the Month of April 2026.~~ **This Item was discussed as part of the Regular Agenda and tabled by the Board.**

Upon motion by Supervisor Humphrey, seconded by Vice-Chairman Cline, the Board unanimously approved the Consent Agenda Items 4A through 4R.

Item 5 – CALL TO THE PUBLIC: A call to the public is held for public benefit to allow individuals to address the Board of Supervisors on any issue within the jurisdiction of the Board of Supervisors. Board members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to Arizona Revised Statute § 38-431.01(I), at the conclusion of an open call to the public, individual members of the Board of Supervisors may respond to criticism made by those who have addressed the Board, may ask staff to review a matter or may ask that a matter be put on a future agenda for further discussion and decision at a future date.

Mr. Albo addressed the Board and requested that the Board convene an Emergency Executive Session (Special Meeting) to receive legal advice regarding liability and complications arising from I.T. (Information Technology) outages on May 28–29, 2026, that affected the Treasurer's Office and the Recorder's Office. Mr. Albo requested that the Special Meeting be scheduled with 24-hour notice and advised that the County Attorney's Office could participate remotely. The Board scheduled the requested Special Meeting for June 4, 2026, at 3:00 p.m., confirmed that staff would prepare the agenda and ensure remote connectivity, and directed County staff to provide the required notices.

Item 6 – SUMMARY OF CURRENT EVENTS: At any time during this meeting pursuant to A.R.S. § 38-431.02(K), members of the Board of Supervisors and the County Manager may present a brief summary of current events. No action may be taken on the information presented.

Interim County Manager Michael O'Driscoll and each Supervisor provided a summary of current events.

Item 7 – REQUEST FOR FUTURE AGENDA ITEM(S): Members of the Board of Supervisors may request for future agenda item(s) and/or reports to be presented at an upcoming meeting. The Board of Supervisors may not propose, discuss, deliberate, or take legal action on a request for a future agenda item unless the specific matter is properly noticed for legal action. *Subject to the discretion of the Chairman, the item may be included on a future regular or work session agenda.*

Supervisor Humphrey requested a Work Session Item regarding the County Manager-Approved Contracts Under $50,000 so the Board may discuss the process.

Vice-Chairman Cline and Chairman Christensen requested a Work Session Item regarding the exploration of entering into a water agreement with Gila County Cattle Growers Association.

Chairman Christensen noted the Board's longstanding practice of voting, after a 16-month period, for a new Chairman and Vice-Chairman of the Board and asked Mr. Albo for his legal opinion. Mr. Albo explained that no statute requires rotation of the positions and that the selection is a matter for the Board to determine during a properly noticed public meeting. Chairman Christensen directed staff to place an item on the June 16, 2026, Agenda for the Board to consider the selection of the Chairman and Vice-Chairman.

Item 8 – WORK SESSION ITEMS:

A. Information/Discussion regarding the status of flood recovery projects, associated funding resources, and the 220-day completion timeline requirements for NRCS Emergency Watershed Protection projects.

Matt Rencher, Public Works Department Deputy Director, provided an update on the County's flood recovery projects and associated funding. He reported that the Russell Gulch Restoration Project was approximately 40% complete, with costs at 21.32% of the guaranteed maximum price, and that the Six Shooter Project was approximately 20% complete, with costs at 10% of the guaranteed maximum price. He stated that the Hospital Floodwall Project remained pending approval from the Natural Resources Conservation Service (NRCS), while work on the Ice House Canyon and Copper Hills Road projects was progressing, with surveys underway and construction crews scheduled to begin. He also reported that expenditures for the Flexamat removal project totaled approximately $285,000 under the $405,000 contract, with no additional invoices anticipated.

In response to questions from Supervisor Humphrey, Mr. Rencher explained that the Hospital Floodwall Project remained pending due to coordination with the hospital's access needs, but was not expected to affect completion within the required 220-day NRCS project timeline. He further noted that hospital representatives participate in the project's weekly coordination meetings. The Board discussed project sequencing, the hospital wall access, and coordination efforts, and staff confirmed the projects remain on schedule to meet the NRCS timeline.

Chairman Christensen read the Agenda Item aloud and called for a motion from the Board.

Upon motion by Vice-Chairman Cline, seconded by Supervisor Humphrey, the Board unanimously approved to the Board unanimously approved entering into Executive Session pursuant to A.R.S. § 38-431.03(A)(1) and (3) for discussion as stated for Agenda Item 9A.

Chairman Christensen recessed the meeting at 11:21 p.m., and he reconvened the Board meeting at 12:25 p.m.

Item 9 – EXECUTIVE SESSION ITEMS:

A. Information/Discussion/Action to vote to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(1) and (3) for discussion and consideration of the Deputy County Manager and for discussion and consultation for legal advice regarding James Menlove's annual performance review.

Upon motion by Supervisor Humphrey, seconded by Chairman Christensen, the Board voted 2-1 to retain Michael O'Driscoll as Gila County Manager at an annual salary of $195,000, with Vice-Chairman Cline voting nay.

~~**B. Information/Discussion/Action to vote to go into Executive Session pursuant to A.R.S. § 38-431.03(A)(1) and (3) for discussion and consideration of the Human Resource Director and for discussion and consultation for legal advice.**~~ **This Item was withdrawn by Chairman Christensen.**

With no further business to come before the Board of Supervisors, Chairman Christensen adjourned the meeting at 12:29 p.m.

APPROVED:

_____

Stephen Christensen, Chairman

ATTEST:

_____

Charlotte Asrarynezami, Clerk of the Board

ARF-10318 **4. A.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Carolyn Bartling, IT Director
Submitted By: David Rogers, IT Deputy Director
Department: Information Technology

Information

Request/Subject

Discussion of the feasibility and estimated cost of adding a secondary (redundant) internet connection for County buildings to maintain operations during primary provider outages.

Background Information

The County currently relies on a single internet provider at its facilities. When that provider experiences an outage, affected buildings lose connectivity, interrupting staff productivity, access to cloud-based applications, and services to the public. A secondary internet connection from a separate provider or path would allow traffic to fail over automatically, keeping critical County operations online during a primary outage. The priority locations for redundancy are the Globe Courthouse, Globe Dispatch, the Payson Sheriff's Office, and the Gila County Tommie Cline Martin Complex (TCM).

Evaluation

This Work Session allows the Information Technology (IT) Department Director to discuss with the Board the options, benefits, and costs of establishing redundant internet connectivity at the Globe Courthouse, Globe Dispatch, the Payson Sheriff's Office, and the TCM Complex. Topics for discussion include the available connection types and providers in each area, how automatic failover would function, and the recurring and one-time costs involved.

Conclusion

A secondary internet connection would reduce the risk of County-wide downtime caused by a single provider failure and improve continuity of service. This Work Session is intended to gauge the Board's direction before pursuing formal pricing and a procurement path.

Recommendation

Staff recommends discussing the priority, scope, and budget for a secondary internet connection so IT can return to the Board with specific provider options and cost proposals.

Suggested Motion

Information/Discussion on the feasibility and estimated cost of adding a secondary (redundant) internet connection for County buildings. **(Carrie Bartling)**

Attachments

Slide Presentation

GILA COUNTY INFORMATION TECHNOLOGY

Two Ends of the County, Two Single Points of Failure

Information to add secondary internet connections at the Globe Courthouse and the Payson TCM Building



Presented to the Board of Supervisors | July 28, 2026

Each End of the County Runs on One Connection

One circuit in Globe, one circuit in Payson, and no alternate path at either

GLOBE — COURTHOUSE

One circuit · controls all Globe connections

Connections it controls

- Courthouse
- Guerrero Building
- Copper Building
- SO Admin
- SO Patrol
- SO Dispatch
- SO Jail

PAYSON — TCM BUILDING

One circuit · controls all Payson connections

Connections it controls

- TCM Building
- Payson Jail
- Courthouse
- Health Department
- Probation

The TCM circuit connects to the Payson Sheriff's Office.

There is no second way in at either location. When a circuit fails — a cut line, a carrier outage, a hardware fault — every facility in that region is offline until the carrier restores service.

What Stops When a Circuit Goes Down

2

circuits serving the county

0

alternate paths if one fails

1. **Dispatch operations**

   Computer-aided dispatch, records lookups, and state and federal law-enforcement systems

2. **Court proceedings**

   Case management, e-filing, digital recording, and remote hearings

3. **Detention**

   Jail management system, medical records, and video visitation

4. **Patrol**

   In-car access to county systems and report submission

5. **Probation & Health**

   Case files, state reporting, and client-facing services

6. **Every cloud service**

   New World ERP is cloud-hosted — payroll and finance become unreachable

These are not conveniences. Most are statutory obligations with no manual fallback that scales past a few hours.

The Proposal: One Secondary Circuit at Each End

Traffic reroutes automatically when the primary connection fails

1

Globe — Courthouse

Covers the Courthouse, Guerrero, Copper, SO Admin, Patrol, Dispatch, and the Jail.

Sparklight · 1 GB

$915 / month

2

Payson — TCM Building

Covers the TCM Building, Payson Jail, Courthouse, Health Department, and Probation.

Sparklight · 1 GB

$875 / month

Failover is configured on county firewalls — no staff action and no manual cutover during an event. Every facility behind each circuit is covered by that region's secondary path.

What It Costs

Recurring cost of both secondary circuits

$1,790

per month

Globe $915 + Payson $875

$21,480

per year

Both circuits, twelve months

$59

per day

To keep both ends of the county online

For comparison

One day with a circuit down takes an entire end of the county offline at once. That single day costs more in idled staff time, delayed court proceedings, and recovery work than a full year of the circuit that would have prevented it.

What the Second Connection Buys Us

1 Continuity for public safety

Dispatch, jail, and patrol systems stay reachable during a carrier event instead of waiting on a repair window.

2 Courts keep hearing cases

No continuances, no rescheduled hearings, and no interrupted digital recording because of a network fault.

3 Cloud systems stay usable

With New World, email, and phones all off-premises, the circuit is now as critical as any server we own.

4 Automatic, not manual

Traffic reroutes on its own. No after-hours page, no staff driving in, no service ticket queue to work through.

5 North county is not stranded

Payson stops depending on a single connection eighty miles from the Globe data center.

6 Maintenance without downtime

Firmware upgrades, carrier work, and circuit moves happen during business hours on the standby path.

Redundancy does not make outages impossible. It makes them survivable without stopping County business.

Still to Confirm Before Contracts Are Signed

Items IT will verify or bring back to the Board

1	**Path diversity**	Confirm Sparklight's fiber follows a physically different route than the primary carrier at each site. A second circuit in the same conduit is not redundancy.
2	**One-time charges**	Installation, construction, and equipment fees are not included in the monthly figures.
3	**Contract term**	Term length, early-termination language, and rate lock at renewal.
4	**Failover configuration**	Firewall and routing work to make cutover automatic, handled in-house by GCIT.
5	**Procurement path**	Confirm with Finance whether this qualifies as a cooperative or sole-source purchase.

The Request

Approve

The recurring cost of two secondary 1 GB circuits — $1,790 per month, $21,480 annually — at the Globe Courthouse and the Payson TCM Building.

Authorize

GCIT to finalize terms with Sparklight, subject to confirmation of path diversity and one-time charges.

For about fifty-nine dollars a day, neither end of the county depends on a single connection.

ARF-10148 **4. B.**

Special BOS Meeting

Meeting Date: 07/28/2026

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Monthly Flood Recovery Update

Background Information

Monthly Flood Recovery Update on Projects
On September 24-25, 2025 Gila County survived catastrophic flooding.

Today's monthly update to the Board of Supervisors includes updated information from contractors and staff on project status, expenditures to-date, and highlights both opportunities for future improvement and exceptional successes.

Evaluation

The 220 Day window to complete NRCS EWP projects and the 1-year window to complete DEMA-reimbursable projects are well underway.

Today is day 134 of the 220 day window. We have 86 days remaining.

We have 61 days remaining until the 1-year date.

Conclusion

Monthly Flood Recovery Update and Discussion

Recommendation

Gila County Board of Supervisors' feedback to Staff on Flood Recovery Update.

Suggested Motion

Information/Discussion regarding Monthly Flood Recovery Update. **(Maryn Belling/Thomas Goodman)**

Attachments

No file(s) attached.

ARF-10146 **4. C.**

Special BOS Meeting

Meeting Date: 07/28/2026

Submitted By: Maryn Belling, Finance Director

Department: Finance

Information

Request/Subject

Fee Structure Analysis

Background Information

The Gila County Board of Supervisors, in response to a Request for Proposals No. 061324, awarded a contract to MGT Consultants to conduct a comprehensive Fee Structure Analysis. The purpose of the study was to evaluate County fees and determine whether they appropriately reflect the cost of providing services. MGT Consultants worked with County departments to review current fee schedules, analyze service costs, and identify areas where fees may no longer align with the actual cost of service delivery.

Evaluation

MGT Consultants collaborated with County departments to evaluate departmental operations, associated service costs, and existing fee structures. The analysis compares the cost of providing services with the fees currently charged and identifies opportunities to update or modify fees to improve cost recovery while maintaining equitable public access. This work session presentation provides the Board with an overview of the study's findings and recommendations for consideration.

Conclusion

The Board of Supervisors is responsible for establishing and adopting Gila County's fee schedules. This presentation provides the Board with information regarding the results of the Fee Structure Analysis and serves as an opportunity to review the findings, discuss potential revisions.

Recommendation

It is the recommendation of the Finance Department Director that the Board receive the presentation and discuss the findings of the Fee Structure Analysis.

Suggested Motion

Information/Discussion on the Fee Structure Analysis presentation.
(Maryn Belling)

Attachments

MGT Presentation

Gila County
User Fee Study



Gila Couty Board of Supervisors

July 2026

Why This Cost of Services Study Was Performed

FOUNDATION TO ESTABLISH USER FEES THAT ARE FAIR, DEFENSIBLE, AND DELIBERATE

Cities and counties conduct cost-of-services studies to determine the full cost of providing fee-supported services and to establish user fees. For Gila County, the study gives elected officials the information needed to make deliberate decisions about the appropriate balance between cost recovery through user-fees and taxpayer subsidy.

IDENTIFY TRUE COST

Capture the full cost of service delivery — direct staff time, materials, technology, supervision, facilities, and administrative support.

IDENTIFY COST RECOVERY

Compare annual full cost of service to current cost recovery through fees to identify cost recovery gaps or taxpayer subsidy.

COMPARE TO PEERS

Understand how Gila County fees compare to peer Counties.

ENHANCE TRANSPARENCY

Clearly communicate service costs, subsidies, and fee-setting assumptions to elected officials and the public and inform policy choices.

What This Study Is NOT

NOT a call to raise every fee

The study is not a recommendation that every fee be increased.

NOT a mandate for full cost recovery

The study is not a recommendation that every service recover 100% of its costs.

NOT a request to act today

The study is not a request for Board action today.

What it IS: an objective, data-informed basis for future fee decisions — for discussion, not action, today.

Study Scope

ELEVEN DEPARTMENTS REVIEWED FOR FEE-FOR-SERVICE ACTIVITIES

- Animal Care & Control
- Assessor
- Community Development
- Environmental Health & Wastewater
- Facilities & Fairgrounds
- Geographic Information Systems (GIS)
- Public Health
- Public Information Officer (PIO)
- Public Works — Engineering & Surveying
- Recorder
- Sheriff

EXCLUDED FROM COST-OF-SERVICE ANALYSIS

Public Fiduciary — guardianship, conservatorship, and decedent's estate fees are reviewed and approved by the Superior Court.
Treasurer — fees are set by State Statute; remaining charges are payment-type convenience fees addressed in the Recommendations.

How We Calculated the Cost of Service

FULLY-BURDENED HOURLY RATES × TIME SPENT = TRUE COST OF EACH SERVICE

1

Data Collection

Gather current fee schedules, FY25 budgets, position salaries & benefits, organizational charts, and cost allocation plans for each department.

2

Hourly Rates

Compute fully-burdened hourly rates by layering compensated absences, indirect labor, operating expenses, and countywide overhead onto direct salary.

3

Time & Volume

Interview staff to estimate time spent on each fee-related task and capture annual volume statistics to size total workload.

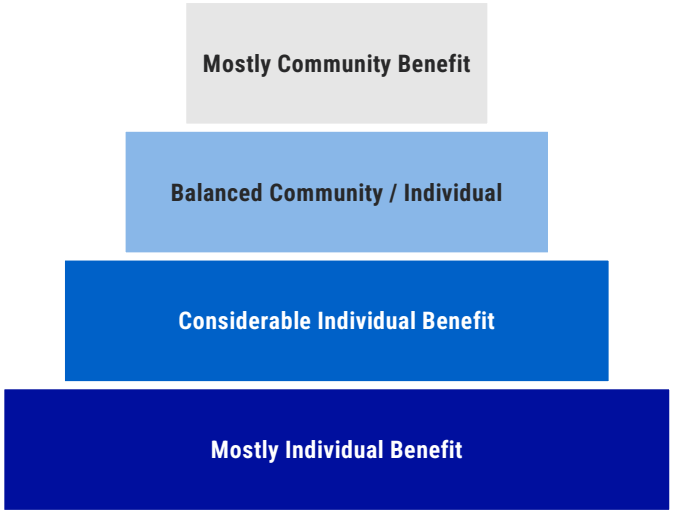
4

Cost & Cost Recovery

Multiply unit costs by volumes; compare to current revenue to identify cost recovery, subsidies, over-recovery, and full-cost-recovery opportunities.

✓ Total cost = direct labor & materials + a proportionate share of indirect costs (admin, training, supplies, countywide overhead).

Cost Recovery Philosophy



LOWER COST RECOVERY

- Libraries
- Elections
- Sheriff's department
- Parks

HIGHER COST RECOVERY

- Building permits
- Septic permits
- Rezoning application
- Subdivision review

FACTORS THAT INFLUENCE COST RECOVERY POLICIES AND TARGETS

- **Private benefit.** Fees that primarily benefit the payer should be set at or near 100% cost recovery.
- **Community benefit.** Services that broadly benefit the public can be intentionally subsidized.
- **Service driver.** Consider who is driving the service — the recipient or a third party.
- **Demand & competition.** Elasticity, neighboring jurisdictions, and private providers shape pricing.
- **Policy & incentives.** Fees may be set lower to encourage participation or reflect Board priorities.

Pyramid framework adapted from MGT Cost Recovery Philosophy.

High-Level Results

$6.3M

Full annual cost of user-fee services across 12 departments studied

FULL COST OF SERVICE

$4.8M

Current annual costs recovered through user fees — a 76% cost recovery rate

CURRENT REVENUE

$1.5M

Annual subsidy from the General Fund covering the 24% gap between cost and cost recovery

CURRENT SUBSIDY

✓ Closing the cost recovery gap to 100% represents an opportunity of reducing the taxpayer subsidy of $1.5M at current service volumes.

Source: MGT user fee study, FY25 budget data and annual volume statistics.

Department Findings

WHERE THE COUNTY IS UNDER- OR OVER-RECOVERING COSTS

Departments Under-Recovering Costs

SIX DEPARTMENTS RECOVER LESS THAN 65% OF THEIR FULL COST OF SERVICE

Department	Full Cost	Current Cost Recovery	Recovery	Upside at 100%
Community Development	$1,329,449	$616,553	46%	$712,896
Environmental Health & Wastewater	$957,211	$249,060	26%	$708,151
Sheriff	$8,364,000	$176,451	2%	~$153,000
Animal Care & Control	$50,455	$32,345	64%	$18,110
Public Information Officer	$9,068	$185	2%	$8,883
Public Health (clinic services)	$6,194	$1,733	28%	$4,461
GIS	$4,393	$1,540	35%	$2,853

KEY DRIVER

Community Development and Environmental Health & Wastewater together represent the largest share of the recovery gap (~$1.4M). Sheriff jail-housing costs (~$8.3M) are almost entirely funded by the General Fund, with limited outside-county inmate revenue.

Departments Over-Recovering Costs

THREE DEPARTMENTS COLLECT MORE THAN THEIR FULL COST OF SERVICE

Department	Full Cost	Current Revenue	Recovery	Over-Recovery
Public Works — Engineering & Surveying	$2,929,047	$3,357,501	115%	$428,454
Recorder	$159,442	$327,859	206%	$168,417
Assessor	$2,048	$6,875	336%	$4,827

WHAT'S DRIVING OVER-RECOVERY

- Public Works: non-residential landfill fees account for the majority of the over-recovery.
- Recorder: high transaction volumes against modest unit costs drive 2× recovery.
- Assessor: low volumes mean fixed fees can over-recover at very small dollar amounts.

BOARD CONSIDERATION

Arizona law caps cost recovery at 100%. Fees in these departments may warrant review to ensure they reflect — and do not exceed — the actual cost of providing service.

Recorder fees are largely set by State Statute and have limited Board discretion.

Facilities & Fairgrounds — A Special Case



MARKET-PRICED ACCESS TO COUNTY PROPERTY

Fairgrounds RV park, Exhibit Hall, rodeo area, grandstand, and multi-purpose facilities — pricing should weigh market competitiveness and demand alongside cost.

TWO COST SCENARIOS MODELED

WITH INMATE LABOR — CURRENT PRACTICE

$600,967	17%
Full annual cost	Cost recovery ($100,160 revenue)

WITHOUT INMATE LABOR — ALTERNATIVE

~$850K	~$249K
Full annual cost	Annual savings from inmate labor

Peer County Comparison

BENCHMARKED AGAINST GRAHAM, APACHE, AND NAVAJO COUNTIES

GRAHAM COUNTY

- Rural Arizona context
- Comparable Community Development fee base
- Useful for building permit tier benchmarks

APACHE COUNTY

- Wide-area rural service delivery
- Strong Recorder fee comparability
- Public Works engineering benchmarks

NAVAJO COUNTY

- Largest peer in study set
- Environmental Health fee parallels
- Animal Control & GIS reference points

UNDERSTANDING PEER COMPARISONS

- Peer fee schedules vary in structure — organizational design, code requirements, and service mix rarely match exactly.
- Many peer counties have not completed a cost-of-service analysis, so their fees may not reflect actual cost recovery.
- Use peers as a directional check on competitiveness — not as a substitute for Gila County's own cost basis.

Recommendations

FOUR ACTIONS TO STRENGTHEN GILA COUNTY'S FEE STRUCTURE

1 Adopt a Convenience Fee Policy

Implement a consistent convenience fee policy based on the County's actual cost to process each payment type — credit card, ACH, in-person — so processing costs are matched to the payer.

2 Set Target Cost Recovery Levels

Use this analysis to set Board-approved cost recovery targets by department or service category, recognizing where private benefit warrants 100% recovery and where community benefit justifies subsidy.

3 Refresh Every 3–5 Years

Conduct a full cost-of-service refresh every three to five years, with minor adjustments in non-study years to reflect changes in staffing, service delivery, and demand.

4 Apply Annual CPI Adjustment

Apply an annual inflation adjustment (CPI or equivalent) during the budget process so fees keep pace with rising costs and maintain Board-adopted recovery levels.

Next Steps

Board direction on target cost recovery levels | Adoption of revised fee schedule | Annual CPI policy

ARF-10201 **4. D.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted By: Charlotte Asrarynezami, Clerk of the Board
Department: Clerk of the Board of Supervisors

Information

Request/Subject

Status update regarding flood recovery projects, response activities, and project timelines.

Background Information

Gila County staff continue to work on projects related to flood recovery and mitigation efforts, including stabilization of road embankments and low-water crossings, restoration of the Russell Gulch channel, and other infrastructure protection measures. Staff are actively coordinating with multiple funding agencies, including the Federal Emergency Management Agency (FEMA), Department of Emergency and Military Affairs (DEMA), Natural Resources Conservation Service (NRCS), and Department of Forestry and Fire Management (DFFM).

Evaluation

This Work Session will provide status updates on ongoing and proposed flood recovery projects, including project scope, timelines, funding coordination, and anticipated cash flow impacts to Gila County throughout the duration of the projects.

Conclusion

The NRCS Emergency Watershed Protection (EWP) projects were approved on March 16, 2026, initiating the 220-day project completion timeline.

Recommendation

Receive and discuss status updates regarding flood recovery projects, funding opportunities, project timelines, and associated local share requirements.

Suggested Motion

Information/Discussion regarding the status of flood recovery projects, associated funding resources, and the 220-day completion timeline requirements for NRCS Emergency Watershed Protection projects. **(Troy White)**

Attachments

No file(s) attached.

ARF-10307 **4. E.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Cathy Melvin, Executive Assistant
Submitted By: Cathy Melvin, Executive Assistant
Department: Board of Supervisors-District 3

Information

Request/Subject

Introduction of the Pleasant Valley Veterans Retreat, Inc. Board of Directors and Update on the Organization's Activities.

Background Information

Pleasant Valley Veterans Retreat, Inc. was established in 2022 and received federal nonprofit status in 2023. The nonprofit supports the Pleasant Valley Veterans Retreat through fundraising, public outreach, and partnerships with veteran organizations and the community. Since its formation, the Pleasant Valley Veterans Retreat, Inc., Board of Directors has partnered with Majestic Rim Retirement Living to conduct three successful fundraising events, generating more than $100,000 to enhance amenities and services at the Retreat.

Evaluation

This Work Session will provide the Board of Supervisors with an introduction to the Pleasant Valley Veterans Retreat, Inc. Board of Directors, an overview of the organization's mission and accomplishments, and an update on recent fundraising efforts and projects supporting the Retreat.

Conclusion

The presentation will familiarize the Board of Supervisors with the nonprofit organization and its leadership while highlighting its contributions to improving the Pleasant Valley Veterans Retreat through community partnerships and fundraising initiatives.

Recommendation

Staff recommends that the Board of Supervisors receive the presentation introducing the Pleasant Valley Veterans Retreat, Inc. Board of Directors, and provide an update on the organization's activities and accomplishments.

Suggested Motion

Information/Discussion regarding the introduction of the Pleasant Valley Veterans Retreat, Inc. Board of Directors, and an update on the organization's activities and accomplishments. **(Cathy Melvin)**

Attachments

PVVR Slideshow

PVVR Board Backgrounds

Pleasant Valley Veterans Retreat, Inc.

Non-Profit Board History and Update



Non-Profit Board Status

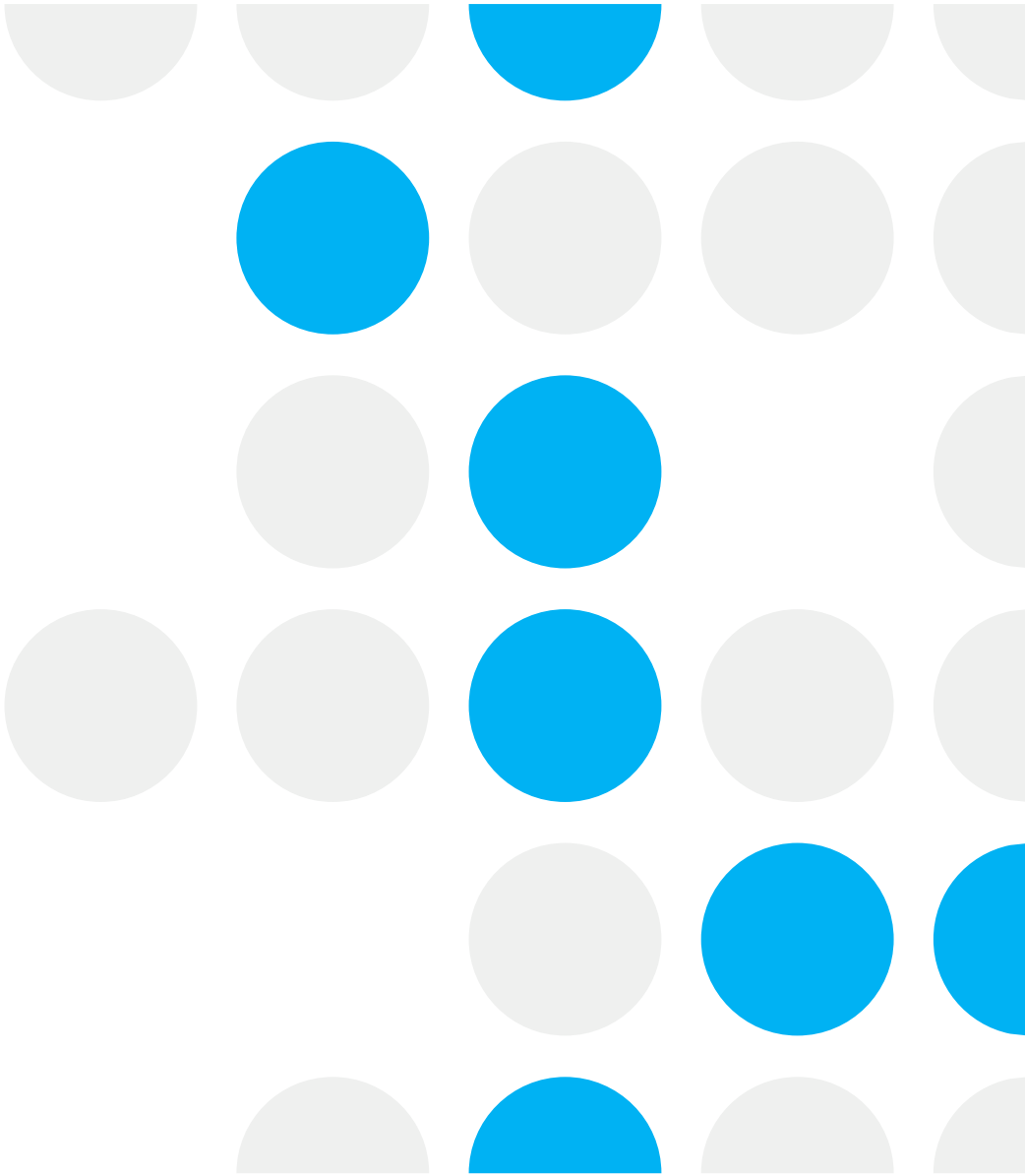
Paperwork was filed in late 2022 and the Board received non-profit status in April 2023.

PVVR has a CPA that files all of the board's paperwork with the IRS and Corporation Commission.

The Board is in good standing with all state and federal requirements.

Current Board Members

- Frank Grice, President
- Dave Campbell, 1st Vice President
- Art Schaier, 2nd Vice President
- Joe Heatherly, Treasurer
- Cathy Melvin, Secretary
- Walter J. Hart, Jr., Member at Large
- Jim Muhr, Member at Large
- Dave Rogers, Member at Large



Board Retreat 2025

In August of 2025, the board held a facilitated retreat to establish goals and direction. During discussions it was determined that the Board would “hold in reserve” 10 percent of all donations to go toward the board mission of “no veteran has to pay”. The one-day retreat was facilitated by Southwest Decision Resources.

Fundraising

The Board partnered with Majestic Rim Retirement Community in 2023, 2024 and 2025 in Payson and held three Gala Events which netted over $140,000 in total.

Sponsors for those events included APS, Resolution Copper, Freeport, Capstone, Payson Elks Lodge and Gila County.

Non Profit Investments in PVVR

- Game Room
- Business Center
- Outdoor Gazebo
- Refurbished Sand Volleyball Court
- Outdoor Furniture
- Barbecue Grills









Game Room

- Pool table
- Foosball table
- Seating
- Private Area for online gaming





Business Center

The business center is available for guests that need to check email or get online for business meetings etc.





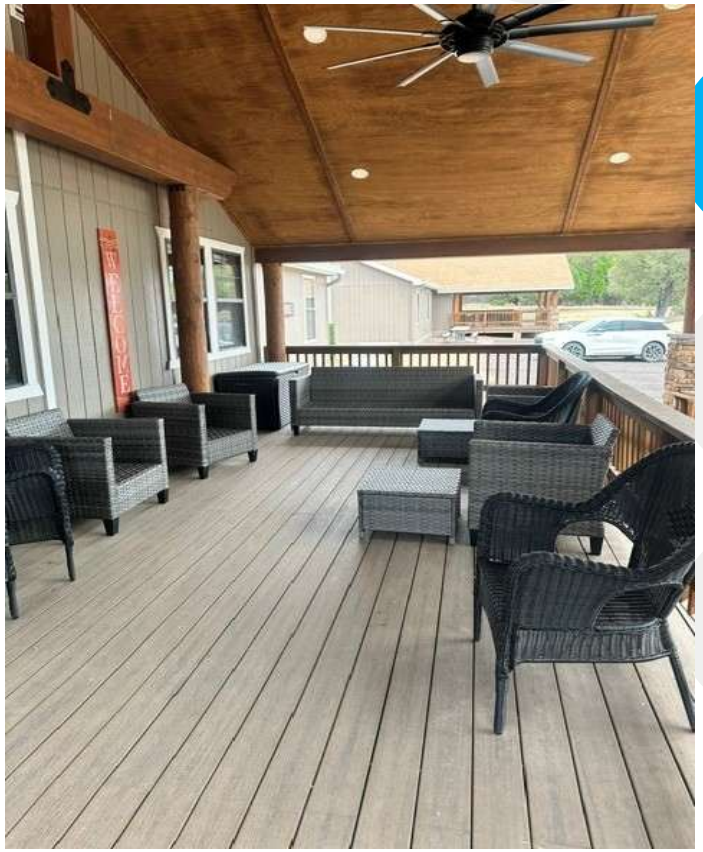
Gazebo – this project was put together with volunteers including the concrete slab/foundation and the erection of the gazebo.

OUTDOORS

MORE OUTDOORS

Outdoor furniture was purchased for the outside areas of both houses, Gazebo and front decks of the Lodges.





LAST BUT NOT LEAST

We wanted to be sure that any visitors during the holiday season would be greeted with some Christmas cheer.







Recent Events

Last December we held a Christmas Coffee and about 40 to 50 people attended.

In May of this year, we held a picnic on Mother's Day weekend and over 170 people attended.

WE ARE READY!!

- In June of 2025 PVVR Inc. purchased software in order to start doing the online booking of the Retreat houses and lodges. (Lodgify)
- The purchase price was $3,480 plus taxes.
- We haven't been able to go online but we are ready.
- Our website and reservation support is RazorThinMedia.
- The board recently became members of the Globe-Miami, Rim Country and Mesa chambers.
- Website: pleasantvalleyveteransretreat.com
- Facebook: Pleasant Valley Veterans Retreat

PVVR Testimonials.mp4

Board Member Backgrounds

Frank Grice, President

Frank is a Marine Corp veteran following in his father's footsteps, and his son Jaden is a Marine Corp veteran as well. He is an electrician by trade with a number of years in customer service, including project planning and implementation. He is an active member of his community serving as Globe Unified School District Board President. He volunteered as Assistant Girls Softball Coach from 2019 to 2022 and has served as Head Softball Coach since 2023. Frank can be seen around his community volunteering his services to community members, local businesses and nonprofits.

Joe Heatherly, Treasurer

Joe is a seasoned and results driven professional with more than 40 years of financial and operational expertise in the mining, manufacturing and governmental sectors. Concentrating on the development of administrative and operating controls, procedures, and manuals for the development of improved operating productivity and efficiencies resulting in improved financial gains. Responsible for financial reporting, information technology, materials management, purchasing, warehousing, inventory (and control) contract management, regional business centers, planning, freight logistics, operations, marketing and sales negotiation. Experienced in international operations with both union and non-union workforces.

Walter J. Hart, Jr.

Walter is a professional dog trainer, entrepreneur, and community organizer who has built his entire career around canine training and specialized animal support. He is best known for founding businesses and nonprofit programs that train dogs to assist individuals with special needs. Walter is our out of state board member all the way from Gastonia, North Carolina. He will soon be co-locating in Arizona with his canine training programs.

Cathy Melvin, Secretary

Cathy has over 30 years' experience working at the local, county and federal levels of government. Her background is in workforce, housing, and social services where she provided program and fiscal oversight for federal and state funded programs. Currently, she is the Executive Administrative Assistant to Supervisor Woody Cline. She also serves on the boards of the Copper Corridor Economic Development Coalition (CCEDC) and the Superstition Area Land Trust (SALT).

David Campbell, First Vice President

David served as an Army Combat Engineer. He served in Desert Storm and Desert Shield. He is the co-founder of Arizona Veterans Resource Center, CEO of OVIC-OUR VETERANS IN CRISIS, he Volunteers at 2 different retreat facilities, bringing much needed hope. He suffered like so many do after combat, with PTSD and Moral injury for 25 years. His passion is to work with veterans who are in crisis and don't know where to turn. He is a presenter to police officers as part of their crisis intervention trainings about how best to respond to a veteran who is in crisis. He was inducted into the Arizona Veterans Hall of fame in 2024. He has received three Congressional recognitions, Veteran Volunteer of the year for the city of Chandler and City of Mesa Arizona; he is also a Captain of the 4th degree Knights of Columbus.

Jim Muhr, Member at Large

James R. Muhr was born and raised in Casper Wyoming.

Drafted into the Army Sept 1965. Accepted the opportunity and went through Officer Candidate School (OCS) and graduated the 8th in his class December 1966. Commissioned 2Lt. he was discharged in December 1968.

Received his BA degree in Political Science from Cal State Long Beach.

In his 20 years in the Automotive Original Equipment Manufacturing (OEM) industry he held positions starting at supervision and ending in top executive management. During this time, he coordinated Product Development, Purchasing, Pricing, Marketing, Warehouse and Port of Entry vehicle and accessory Inventory Control and Budgets for all his departments and personnel. At his departure his department's annual sales exceeded $100 million dollars per year.

He left the OEM marketplace after 20 years of employment and started his own business, the new Spray-on Bed liner business. He proliferated my product line and included rehabilitating sewer systems which took his business to the next level. He sold his business and moved to Payson where he has lived for 22 years.

He serves as an elected Board Member of Green Valley Water where he has served for 7 years. He is also a member of the Pleasant Valley Veterans Retreat.

Art Schaier, 2nd Vice President

Art's Military Service includes: U.S. Navy and Navy Reserves (1959–1965).
and his Private Sector experience includes: Partner at Earnhardt Auto Centers (23 years); Owner of Schaier's Auto Centers in Fillmore and Long Beach, CA (established 2008).

Board Leadership: Board of Directors at Hanover Brand, PA (16 years); State and National Board of Directors at Dodge Motor Company; Board Member of PVVR, where I helped raise $30,000 over three years.
Community Involvement: Past Veterans Chairman for the Payson Elks and Moose Lodges; Member of the Payson American Legion and Lions Club.

Dave Rogers, Member

Dave is a Marine Corps veteran and served two tours during the Vietnam War. He served as a law enforcement officer for the City of Tempe and retired in 1995. He later worked as the Director of Security for American Greyhound Racing providing security inspections of 36 off-track betting parlors all over Arizona. He retired from that position in 2015 and moved to Payson. Dave is involved in many veteran and church activities in Payson including the Marine Corps League, Inc. where he is the Quartermaster and Chairman of the Awards Committee. He is an active member of the Rim View Community Church where he works with 1st through 5th grade boys teaching them some basic life skills.

ARF-10331 **4. F.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Joseph Dickison, Facilities Management Director
Submitted By: Amber Martinez, Executive Administrative Assistant
Department: Facilities and Land Management

Information

Request/Subject

Pleasant Valley Veterans Retreat Operational, Financial, and Capital Improvement Update.

Background Information

Pleasant Valley Veterans Retreat (PVVR) serves as a unique County-owned facility supporting veterans, community organizations, educational programs, recreational activities, and public use opportunities. In support of the Board's ongoing oversight and stewardship of County assets, Facilities & Land Management has prepared an update regarding PVVR operations, financial performance, facility utilization, and capital improvement activities. The purpose of this presentation is to provide the Board with a comprehensive overview of operational expenditures, generated revenue, facility usage, performance metrics, and investments made to support the continued functionality and long-term sustainability of the facility.

Evaluation

Facilities & Land Management has conducted a review of PVVR operational costs, revenue generation, facility utilization, occupancy trends, program activity, and capital investments. The review includes annual operating expenditures necessary to maintain and support the facility, revenues generated through lodging, events, facility use, and other associated activities, as well as key performance indicators that demonstrate facility utilization and community benefit. Staff has also compiled an update on completed, active, and planned capital improvement projects intended to improve infrastructure, enhance guest experiences, address deferred maintenance needs, and support the future viability of the retreat. The information presented is intended to provide transparency regarding current operations while identifying opportunities and considerations for future planning.

Conclusion

Pleasant Valley Veterans Retreat continues to serve as an important County asset, providing opportunities for veteran support, community engagement, and recreation. Ongoing operational management and strategic capital investments are intended to preserve the facility, enhance user experiences, and support long-term sustainability. Regular review of financial performance, utilization trends, operational metrics, and capital improvement needs will assist in informing future planning and decision-making efforts.

Recommendation

Receive the Pleasant Valley Veterans Retreat Operational, Financial, and Capital Improvement Update and provide comments, observations, or direction as deemed appropriate.

Suggested Motion

Information/Discussion regarding the Pleasant Valley Veterans Retreat operational update, including facility utilization, performance indicators, fiscal activity, and capital improvement efforts. **(Michael O'Driscoll)**

Attachments

PVVR/Fairgrounds Presentation

GILA COUNTY

Pleasant Valley Veterans Retreat & Fairgrounds

Operational, Financial, and Capital Investment Review

2021–2026 YTD

COMPLETE FINANCIAL PICTURE

What was spent, when, and from which fund?

Purpose of the Review

PRIMARY QUESTION

What was spent?

Operating + capital/project costs

FUNDING QUESTION

Who paid?

General Fund vs ARPA, Capital, 1115, other

USE QUESTION

What did it buy?

Projects, utilities, labor, p-card categories

- Present annual totals by year
- Separate one-time capital/project investments from ongoing operational obligations.
- Summarize credit card purchases by category.

BOARD TAKEAWAY

The Board should be able to see exactly what each facility cost, what fund paid for it, and which costs are ongoing versus one-time.

EXECUTIVE OVERVIEW

Executive Summary: Funding 2021-2026 YTD

PVVR funding mix



Source	Amount	%
ARPA	$2,344,650.82	69.0%
Capital	$245,582.10	7.23%
General / Facilities	$807,723.52	23.77%

Fairgrounds funding mix



Source	Amount	%
ARPA	$1,041,356.70	34.73
Non-Capitalized Projects	$116,505.05	3.89%
Capital	$969,460.93	32.33%
General	$243,255.71	8.11%
Maintenance / Operational	$627,604.09	20.93%

ARPA Funds – COVID-19 American Rescue Plan Act Funds – Federal Government
Non-Capital, Capital, General, Maintenance/Operations Funds are General Funds

BOARD TAKEAWAY **ARPA and Capital funds carry the majority of project investment; General/Fund 1005 obligations increase as the facilities move into operations.**

Pleasant Valley Veterans Retreat

Year-by-year financial review, project funding, utilization and p-card summary 2021-2026.

PROJECTS	OPERATIONS	GUESTS SERVED
$2.59M	$807K	425

PVVR: Annual Financial Summary

Project and operating totals by fiscal year.

FY	ARPA	Capital	Operating, Maintenance, FTE's	Project Total- ARPA + Capital	Total Investment	Guests
2021	$0.00	$0.00	$0.00	$0.00	$0.00	0
2022	$37,753.38	$0.00	$0.00	$37,753.38	$37,753.38	0
2023	$1,995,820.93	$37,511.70	$29,524.88	$2,033,332.63	$2,062,857.51	47
2024	$289,349.00	$23,498.08	$203,044.40	$312,847.08	$515,891.48	185
2025	$21,727.51	$36,268.09	$269,941.24	$57,995.60	$327,936.84	119
2026	$0.00	$148,304.23	$305,213.00	$148,304.23	$453,517.23	74

BOARD TAKEAWAY

PVVR is largely a 2023 capital story, followed by the emergence of operating/General Fund support in 2024–2026.

PVVR: Project Funding Overview

ARPA PROJECT TOTAL
$2.31M
Fund 1117

CAPITAL PROJECT TOTAL
$242K
Fund 1007

Largest Project Category
Remodel

Project / category	Fund group	Fund Account	Amount
PVVR - Remodel	ARPA	1117	$1,737,163.01
PVVR - Wastewater System, Door Access, Window Blinds	ARPA	1117	$296,866.48
PVVR - Furniture for Admin. Bldg., Barracks and Cabins.	ARPA	1117	$179,668.87
PVVR - Web Development, Legal Services, Survey	Capital Improvements	1007	$104,688.04
PVVR - Design, Gate/Gabion Baskets, Chipseal, Solar Panel Install	Capital Improvements	1007	$137,347.42
PVVR - IT, Internet, Door Access	ARPA	1117	$62,232.26
PVVR - Project Roll-Offs	ARPA	1117	$37,846.08

BOARD TAKEAWAY **The largest PVVR project investment is the remodel; the funding story is mostly ARPA and Capital, with General/Facilities costs tied to operations.**

PVVR: 2021 Baseline

PROJECTS	OPERATIONS	P-CARD TRANSACTIONS	BOARD USE
$0	$0	0	Baseline
No source activity identified	No source activity identified	No PVVR p-card activity	Use as comparison year

- The uploaded PVVR summaries begin financial activity in 2022.

BOARD TAKEAWAY **Use 2021 as the baseline year since financial activity began in 2022.**

PVVR — 2022 Annual Financial Summary

Guest Served: 47

CAPITAL / PROJECTS

$37.8K

Project by source

OPERATIONS / MAINTENANCE

$0

Operating costs

2022 Annual Breakdown

Category	Amount / status	Notes
Operating costs	$0.00	No operating costs at this point
FTE / maintenance labor	2 FTEs noted by direction	Positions created for budget, not hired
Utilities	No water/electric/gas split in source	Utility invoices
Capital projects	$37,753.38 – ARPA	NESHAP Testing/Ice Chests/Lease Golf Carts
Funding sources	ARPA $37.8K | Capital $0 | General/Facilities $0	Fund code / line item shown in next slide
Credit card purchases	4 transactions | $2,020.28	Summarized by category

BOARD TAKEAWAY **PVVR 2022 activity represents early project.**

PVVR — 2022 Projects and Funding Source

PROJECT TOTAL
$37.8K
One-time/capital/project costs

ARPA
$37.8K
Fund 1117

CAPITAL / 1115
$0
Fund 1007

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
Early project / setup activity	ARPA / Fund 1117	$37,753.38	NESHAP Testing/Ice Chests/Lease Golf Carts
P-card support purchases – this is included in the $37K	Reclassified to ARPA (originally charted to GF Capital)	$2,020.28	Leasing Golf Carts/Buying Ice Chests
Operating costs	None identified	$0.00	No operating cost

BOARD TAKEAWAY

PVVR 2022 activity represents early project/setup.

PVVR — 2023 Projects and Funding Source

Guest Served: 47

PROJECT TOTAL
$2.03M
One-time/capital/project costs

ARPA
$2.00M
Fund 1117

CAPITAL
$37.5K
Fund 1007

GENERAL FUND
$29.5K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA-funded projects	ARPA / Fund 1117	$1,995,820.93	Remodel, wastewater, furniture, IT, roll-offs and related improvements
Capital fund expenses	Capital / Fund 1007	$37,511.70	Capital-funded support activity
General Fund expense	Facilities-Staff	$29,524.88	FTE's (part-time employee)
PVVR p-card transactions	Multiple funds (ARPA, Capital)	$65,612.71	60 transactions summarized by category

BOARD TAKEAWAY **PVVR 2023 is the major construction year; nearly all project dollars were ARPA, with a small Capital component.**

PVVR — 2023 Credit Card Summary – Summary by Category

TRANSACTIONS
60

TOTAL P-CARD AMOUNT
$65.6K
Net of charges

ARPA
$57.2K
Funded/reclassified ARPA

GENERAL FUND
$0
General/Fund 1005

Category	# Purchases	Total
Building Materials / Renovation Supplies	16	$24,577.27
IT / Internet / Communications	22	$15,146.85
Furniture / Décor / Window Coverings	17	$15,662.96
Kitchen / Laundry Appliances	1	$9,417.27
Other / Miscellaneous	2	$1,843.20
Credits / Corrections	2	($1,034.84)

$57.2K – ARPA (Kitchen cabinets/Kitchen Counters/Furniture/TV/IT Set-Up)

$8.4K – General Fund Capital (Keno Floors for Furniture/IT Domain Registration)

PVVR — 2024 Projects and Funding Source

Guest Served: 185

PROJECT TOTAL
$313K
Project/Capital Total

ARPA
$289.3K
Fund 1117

CAPITAL / 1115
$23.5K
Fund 1007

GENERAL FUND
$203K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA-funded projects	ARPA Fund 1117	$289,349.00	Earthquest Plumbing/Blinds/Microage Cloud
Capital fund expenses	General Capital Fund 1007	$23,498.08	Razor Thin Media ($22,700), phone bills
Operating / General	General Fund Facilities	$203,044.40	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
PVVR p-card transactions – 43 recorded transactions	Multiple funds	$14,825.94	Window coverings, IT/internet, household setup

Most the p-card transactions are included in the $289,349

BOARD TAKEAWAY

PVVR 2024 shows the shift from capital implementation to operations, with 185 guests recorded in the current summary.

PVVR — 2024 Credit Card Summary

TRANSACTIONS
43

TOTAL P-CARD AMOUNT
$14.9K

ARPA
$11.8K

GENERAL FUND
$2.3K
General/Fund 1005

Category	# Purchases	Total
Furniture / Décor / Window Coverings	6	$7,939.51
IT / Internet / Communications	18	$4,105.61
Bedding / Household Setup	15	$1,781.01
Building Materials / Renovation Supplies	2	$559.17
Office / Signage / Branding	1	$246.91
Event / Site Support	1	$193.73

PVVR — 2025 Projects and Funding Source

Guest Served: 119

PROJECT TOTAL
$58.0K
One-time/capital/project costs

ARPA
$21.7K
Fund 1117

CAPITAL
$36.3K
Fund 1007

GENERAL FUND
$270K
General Fund project support

Project / component	Funding source	Amount	Notes
Renovation / construction	ARPA	$21,727.51	SJ Anderson final project item – remainder of contract paid in next fiscal year
Roads / Capital / website	Capital	$36,268.09	Chipseal assistance and website activity
Operating / General	General / Facilities	$269,941.24	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
PVVR p-card transactions	General / Facilities	$5,556.03	6 transactions; bedding, furniture and electronics

All p-card transactions are charged to GF Operations

Golf Cart Purchase: $18,255.37 (Contract under $50K and charted to District 3 Constituent Funds)

BOARD TAKEAWAY
PVVR 2025 is primarily an operating year with utilities, janitorial, legal, website and maintenance-related support.

PVVR — 2025 Credit Card Summary

TRANSACTIONS
6

TOTAL P-CARD AMOUNT
$5.6K
Net of credit Carde

ARPA
$0

GENERAL FUND
$5.6K
General/Fund 1005

Category	# Purchases	Total
Furniture / Décor / Window Coverings	1	$4,088.06
Bedding / Household Setup	3	$880.85
IT / Internet / Communications	1	$475.22
Other / Miscellaneous	1	$111.90

PVVR — 2026 Annual Financial Summary

CAPITAL / PROJECTS

$148K

Project spend by source

OPERATIONS / MAINTENANCE

$305K

Utilities, legal, janitorial, pest control, software, vehicle, FTE's

Guest Served: 74

Annual breakdown

Category	Amount / status	Notes
Operating costs	$305,213.00	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
Capital projects	$148,304.23	Chip Seal/Survey/Gabion Baskets/Razor Thin
Funding sources	Capital $148.3K | General/Facilities $305K	

BOARD TAKEAWAY

PVVR 2026 YTD includes capital and operating costs plus significant encumbrances that should be reviewed as future obligations.

PVVR — 2026 Projects and Funding Source

PROJECT TOTAL
$148.3K
One-time/capital/project costs

ARPA
$0
Fund 1117

CAPITAL
$148.3K
Fund 1007

Project / component	Funding source	Amount	Notes
Professional Services	1007 Capital	$2,000	Marketing
Professional Services	1007 Capital	$24,500	Survey
Capital Outlay Construction	1007 Capital	$51,450.01	Design – Multi-Use Facility/ADA Cabin
Capital Outlay Construction	1007 Capital	$54,957.74	Chipseal
Capital Outlay Construction	1007 Capital	$8,221.48	Gate/Gabion Baskets
Capital Outlay Construction	1007 Capital	$7,185.00	Solar Panel Install

BOARD TAKEAWAY

PVVR 2026 YTD includes capital and operating costs plus significant encumbrances that should be reviewed as future obligations.

PVVR: 2026 YTD Commitments and Encumbrances

Component	Vendor	Expenditures	Encumbrances	Total
Architecture & engineering	bws	$51,540.01	$198,693.99	$250,144.00
Janitorial services	JaniServ	$11,690.00	$204,976.00	$216,666.00
Legal services	Ballard Spahr LLP	$35,142.41	$37,121.30	$72,263.71
Wastewater system	Earthquest Plumbing	$10,762.91	$41,237.09	$52,000.00
Solar panel install	Garza Electric	$7,185.00	$33,215.00	$40,400.00
Utilities	Multiple	$29,470.48	$0.00	$29,470.48
Chipseal	Payson Concrete & Materials	$27,458.28	$653.70	$28,111.98
Survey	D2 Surveying	$24,524.00	$1,524.00	$26,048.00
Chipseal & fog coat	Gila County Staff - Journal Entries	$17,169.07	$0.00	$17,169.07
Pest control	Atomic Pest Control	$4,800.00	$12,100.00	$16,900.00

BOARD TAKEAWAY **Architecture/engineering, janitorial services, legal, wastewater, solar, and chipseal items drive much of the 2026 commitment exposure.**

PVVR Credit Card Analysis

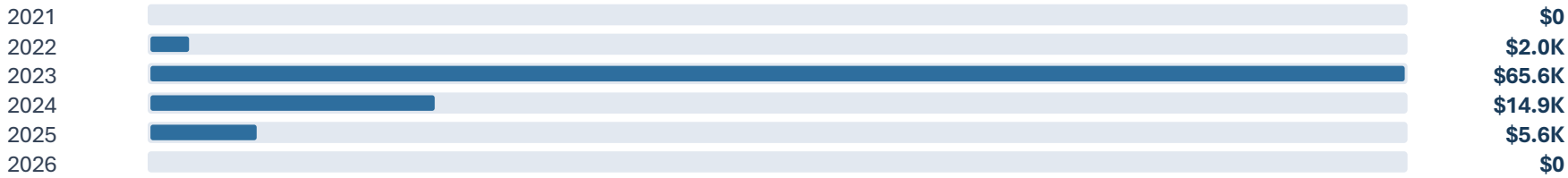
PVVR purchase categories.

PVVR P-CARD TOTAL	TRANSACTIONS
$88.1K	113

PVVR: P-Card Summary by Year and Fund

Year	# Purchases	Total	ARPA	Capital	General Fund	Other
2021	0	$0.00	$0.00	$0.00	$0.00	$0.00
2022	4	$2,020.28	$2,020.28	$0.00	$0.00	$0.00
2023	60	$65,612.71	$57,201.01	$8,411.70	$0.00	$0.00
2024	43	$14,825.94	$11,809.84	$804.01	$2,212.09	$0.00
2025	6	$5,556.03	$0.00	$0.00	$5,556.03	$0.00
2026	0	$0.00	$0.00	$0.00	$0.00	$0.00

PVVR p-card total by year



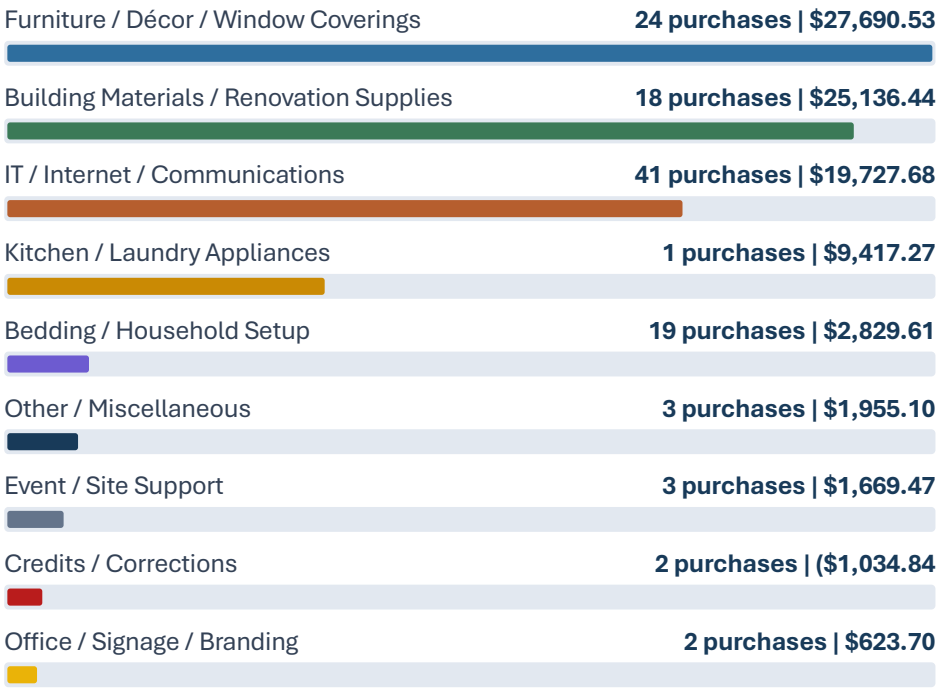
BOARD TAKEAWAY **PVVR p-card activity peaks in 2023, aligned with construction/setup activity; later years shift toward household setup and operations.**

PVVR: P-Card Summary by Category

Category	# Purchases	Total	ARPA	Capital	General Fund
Furniture / Décor / Window Coverings	24	$27,690.53	$16,999.31	$6,603.16	$4,088.06
Building Materials / Renovation Supplies	18	$25,136.44	$24,952.27	$0.00	$184.17
IT / Internet / Communications	41	$19,727.68	$16,596.48	$2,655.98	$475.22
Kitchen / Laundry Appliances	1	$9,417.27	$9,417.27	$0.00	$0.00
Bedding / Household Setup	19	$2,829.61	$167.75	$0.00	$2,661.86
Other / Miscellaneous	3	$1,955.10	$1,843.20	$0.00	$111.90
Event / Site Support	3	$1,669.47	$1,669.47	$0.00	$0.00
Credits / Corrections	2	($1,034.84)	($991.41	($43.43)	$0.00
Office / Signage / Branding	2	$623.70	$376.79	$0.00	$246.91

BOARD TAKEAWAY **The three largest categories are furniture/window coverings, building materials/renovation supplies, and IT/internet/communications.**

PVVR: P-Card Category Narrative



Examples of what is included

Category	Examples
Furniture / Décor	Furniture, blinds, tables, chairs, lamps
Building Materials	Cabinets, countertops, paint, drywall, fixtures
IT / Communications	TVs, Starlink, MTE, camera, mounts
Bedding / Household	Bedding, household items, laundry baskets
Appliances	Kitchen and laundry appliances

Gila County Fairgrounds

Year-by-year financial review, capital improvements, operating costs, revenue and events.

PROJECTS	OPERATIONS	REVENUE / EVENTS
$2.37M	**$628K**	**$109K / 432**

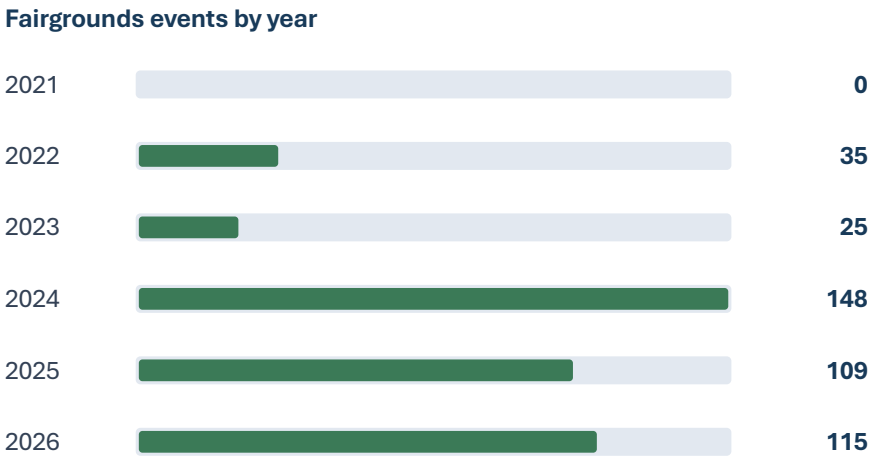
Fairgrounds p-card purchases are charged to the General Fund because the fairgrounds is a public facility open to all residents. In contrast, the Veterans Retreat serves only veterans and veteran family's where those purchases were charged across multiple funds

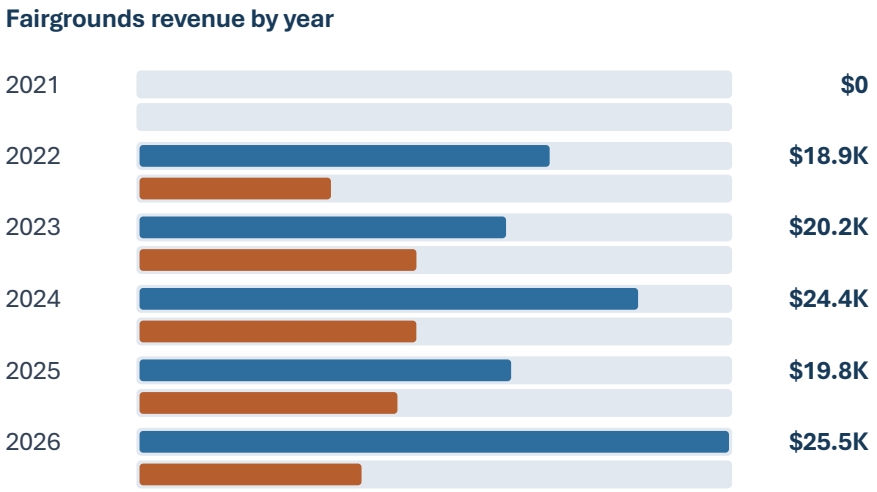
Fairgrounds: Annual Financial Summary

FY	ARPA	1115	Capital	General	Operations & Maintenance	Operations Total	Revenue	Events
2021	$0.00	$0.00	$0.00	$0.00	Unknown	$0.00	$0.00	0
2022	$37,865.00	$0.00	$0.00	$0.00	Unknown	$37,865.00	$18,899.25	35
2023	$723,644.40	$21,624.00	$0.00	$0.00	Unknown	$745,268.40	$20,215.00	25
2024	$209,704.21	$73,947.86	$43,580.65	$2,935.00	$80,916.30	$411,084.02	$24,361.00	148
2025	$70,143.09	$20,933.19	$398,313.31	$72,585.99	$240,542.57	$802,518.15	$19,778.00	109
2026	$0.00	$0.00	$527,566.97	$167,734.72	$306,145.22	$1,001,446,91	$25,495.00	115

BOARD TAKEAWAY **Fairgrounds spending is more diversified across ARPA, 1115, Capital, General and operating costs, with operating costs rising in 2025–2026.**

Fairgrounds: Revenue and Event Trend





BOARD TAKEAWAY

Events increased materially in 2024–2026, but annual revenue remains small relative to project and operating investment.

Fairgrounds: 2021 Baseline

PROJECTS	OPERATIONS	REVENUE	BOARD USE
$0	$0 / unknown	$0	Baseline Use as comparison year

BOARD TAKEAWAY Use 2021 as the baseline year unless Finance identifies additional prior-year costs.

Fairgrounds — 2022 Projects and Funding Source

PROJECT TOTAL
$37.9K
One-time/capital/project costs

ARPA
$37.9K
Fund 1117

CAPITAL / 1115
$0

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
Fairgrounds project costs	ARPA / Fund 1117	$37,865.00	Portable arena/fencing around grandstand
Operating / maintenance	Unknown	$0.00	Listed as unknown – no tracking
Revenue	RV/stalls + events	$18,899.25	35 events

BOARD TAKEAWAY

Fairgrounds 2022 project costs are known, but operating costs are listed as unknown in the current summary deck.

Fairgrounds — 2023 Projects and Funding Source

PROJECT TOTAL
$745K
One-time/capital/project costs

ARPA
$724K
Fund 1117

CAPITAL / 1115
$21.6K
Funds 1007 and 1115

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA projects	ARPA / Fund 1117	$723,644.40	Major project activity
Non-capitalized projects	Fund 1115	$21,624.00	Electrical assessment/improvements and conceptual design
Operating / maintenance	Unknown	$0.00	Expenses were not tracked at this time .
Revenue	RV/stalls + events	$20,215.00	25 events

BOARD TAKEAWAY

Fairgrounds 2023 spending is primarily ARPA and 1115/non-capitalized project activity; operating costs are still listed as unknown.

Fairgrounds — 2024 Annual Financial Summary

CAPITAL / PROJECTS

$330K

Project spend by source

OPERATIONS / MAINTENANCE

$81K

Operating costs in source

EVENTS / REVENUE

148 / $24.4K

Events and revenue from current Fairgrounds summary

Annual breakdown

Category	Amount / status	Notes
Operating costs	$80,916.30	New FTE, maintenance, utilities
Capital projects	$330,167.72	See project/funding slides
Funding sources	ARPA $210K | 1115 $73.9K | Capital $43.6K | General $2.9K	Funding sources for projects
Credit card purchases	Detail not provided	This is a data gap

BOARD TAKEAWAY

Fairgrounds 2024 shows a large increase in event count, plus first reported maintenance/operational cost detail.

Fairgrounds — 2024 Projects and Funding Source

PROJECT TOTAL
$330K
One-time/capital/project costs

ARPA
$210K
Fund 1117

CAPITAL / 1115
$118K
Funds 1007 and 1115

GENERAL FUND
$2.9K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA projects	ARPA / Fund 1117	$209,704.21	Improvement project activity
Non-capitalized projects	Fund 1115	$73,947.86	Electrical/project support, Design for Main Complex
Capital projects	Fund 1007	$43,580.65	Capital improvement activity – Land Use Contract Kimley Horn
General projects	Fund 1005	$2,935.00	Canyon Country design – Hiking Trail

BOARD TAKEAWAY

Fairgrounds 2024 shows a large increase in event count, plus first reported maintenance/operational cost detail.

Fairgrounds — 2025 Projects and Funding Source

PROJECT TOTAL
$562K
Capital/project costs

ARPA
$70.1K
Fund1117

Capital - 1115
$419K
Funds 1007 and 1115

Operations Maintenance
$240K
Operating costs

GENERAL FUND
$72.6K
General Fund

EVENTS / REVENUE
109 / $19.8K
Events and revenue

Project /Component	Fund Source	Amount	Notes
Capital Outlay/Construction	1117 ARPA	$70,143.09	Remaining Fairgrounds Restroom
Improvement/Other	1115 Non-Capital	$20,933.19	Fairgrounds Electrical Design
Capital Outlay/ Construction	1007 Capital	$118,963.71	Fairgrounds Roll Up Doors
Capital Outlay/ Construction	1007 Capital	$214,499.45	Fairgrounds Phase 1 Electrical
Capital Outlay/Land Acquisition Fairgrounds	1007 Capital	$61,555.15	Fairgrounds Land Assessment
Capital Outlay/Land Acquisition Fairgrounds Appraisal	1007 Capital	$3,295.00	Fairgrounds Land Appraisal
Rentals/Other	1005 General	$30,167.60	2024 Fair Equipment Rental
Repair and Maintenance	1005 General	$1,506.74	Exhibit Hall – Electrical Panel
Other Services	1005 General	$6,300.00	2024 Fair - Dirt Work
Repair and Maintenance Grounds – Grandstand Area	1005 General	$10,100.00	Fairgrounds Dirt Work
Professional Services	1005 General	$24,511.65	Go Kart Track Fencing

BOARD TAKEAWAY

Fairgrounds 2025 shows a step-up in capital, general project and operating support.

Fairgrounds — 2026 Projects and Funding Source

PROJECT TOTAL
$695K
One-time/capital/project costs

OPERATIONS / MAINTENANCE
$306K
Operating costs

CAPITAL
$528K
Funds 1007

GENERAL FUND
$168K
General Fund

Project / component	Fund Source	Amount	Notes
Capital Outlay/Buildings	1007 Capital	$513,614.00	Bleachers(2) and Mobile Stage
Capital Outlay/Other	1007 Capital	$10,744.77	Design Fairgrounds Rodeo Grounds
Capital Outlay/Land	1007 Capital	$3,208.20	Land acquisition Assessment
Rentals Other	1005 General	$32,866.16	2025 Fair – Generator Rental
Rentals Other	1005 General	$24,426.53	2025 Fair – Light Towers Rental
Improvements Other	1005 General	$49,920.00	New Sand – Rodeo Arenas
Improvements Other	1005 General	$48,972.00	Rodeo Arena Relocation
Professional Services	1005 General	$11,550.04	Access Control Multi Purpose Bld.

Events and Revenues: 115 Events/$25.5K Revenue

BOARD TAKEAWAY

Fairgrounds 2026 YTD is driven by Capital and General project costs.

Fairgrounds: Major Project List by Funding Source

Project / component	Fund group	GL account	Amount
Fairgrounds Improvements Phase 1 - Fairgrounds Restroom	ARPA	1117.105.105_4500.19	$576,585.30
Purchase of Bleachers (2) and Mobile Stage	Capital Inprovements	1007.201.201_4500.20	$513,614.00
Fairgrounds Improvements Phase 1 - Paving Behind Grandstands	ARPA	1117.105.105_4500.73	$262,974.54
Fairgrounds Electrical Project Phase 1	Capital Inprovements	1007.201.201_4500.20	$214,499.45
Fairgrounds Improvements Phase 1 - Fairgrounds Roll-Up Doors	Capital Inprovements	1007.525.870_4500.19	$118,963.71
Kimley Horn - Property Assessment-Fairgrounds Adjacent	Capital Inprovements	1007.101_4500.10	$94,844.00
Fairgrounds Improvements Phase 1 - Dirt Work for Arena	ARPA	1117.105.105_4530.99	$89,019.00
GH2-Fairgrounds Electrical Improvements	Non-Capitialized Projects	1115.101.101_4530.99	$79,015.05
New Sand for Arenas	General	1005.550.105_4530.99	$49,920.00
Rodeo Arena Relocaton	General	1005.550.105_4530.99	$48,972.00
Fairgrounds Improvements Phase 1 - Utility Roping Arena w/Return Alley	ARPA	1117.105.105_4530.99	$48,285.54
UR Generator Rental for 2025 Fair	General	1005.201.140_4290.99	$32,866.15

BOARDTAKEAWAY **The largest Fairgrounds items are the restroom project, bleachers/mobile stage, paving, electrical project and roll-up doors.**

End of Presentation – Q&A

ARF-10330 **4. G.**

Special BOS Meeting

Meeting Date: 07/28/2026
Submitted For: Joseph Dickison, Facilities Management Director
Submitted By: Amber Martinez, Executive Administrative Assistant
Department: Facilities and Land Management

Information

Request/Subject

Gila County Fairgrounds Operational, Financial, and Capital Improvement Update.

Background Information

The Gila County Fairgrounds serves as a community asset supporting a variety of public events, recreational activities, agricultural programs, educational opportunities, and economic development initiatives throughout the year. In support of the Board's ongoing oversight of County operations and investments, Facilities & Land Management Department has prepared an update regarding Fairgrounds operations, financial performance, utilization metrics, and capital improvement activities. The purpose of this presentation is to provide the Board with a comprehensive overview of operating expenditures, generated revenue, facility usage, operational accomplishments, and investments made to improve and sustain the Fairgrounds for future use.

Evaluation

Facilities & Land Management Department has reviewed Fairgrounds operational expenses, revenue generation, facility utilization, event activity, and capital investment efforts. The review includes an analysis of annual operating costs required to maintain and support Fairgrounds operations, revenues generated through facility rentals, special events, RV occupancy, recreational activities, and other associated uses. Additionally, staff have compiled key performance indicators and operational metrics that demonstrate facility utilization, customer engagement, and services provided to the community. The evaluation also includes an update on completed capital improvement projects intended to enhance infrastructure, improve customer experience, address deferred maintenance, and support the long-term sustainability of the Fairgrounds.

Conclusion

The Gila County Fairgrounds continues to provide value to residents, community organizations, event organizers, and visitors while serving as an important County-owned asset. Ongoing operational efforts and strategic capital investments are intended to preserve facility functionality, improve user experience, expand opportunities for community engagement, and support future growth. Continued monitoring of operational performance, revenue generation, and capital investment opportunities will assist in maintaining the long-term viability and effectiveness of the Fairgrounds.

Recommendation

Receive the Gila County Fairgrounds Operational, Financial, and Capital Improvement Update and provide guidance and recommendations regarding future operational priorities, capital investment opportunities, revenue enhancement strategies, and long-term planning efforts to ensure continued alignment with Board objectives and community needs.

Suggested Motion

Information/Discussion to receive the Gila County Fairgrounds Operational, Financial, and Capital Improvement Update and offer any recommendations or observations for staff consideration. **(Michael O'Driscoll)**

Attachments

PVVR/Fairgrounds Presentation

GILA COUNTY

Pleasant Valley Veterans Retreat & Fairgrounds

Operational, Financial, and Capital Investment Review

2021–2026 YTD

COMPLETE FINANCIAL PICTURE

What was spent, when, and from which fund?

Purpose of the Review

PRIMARY QUESTION

What was spent?

Operating + capital/project costs

FUNDING QUESTION

Who paid?

General Fund vs ARPA, Capital, 1115, other

USE QUESTION

What did it buy?

Projects, utilities, labor, p-card categories

- Present annual totals by year
- Separate one-time capital/project investments from ongoing operational obligations.
- Summarize credit card purchases by category.

BOARD TAKEAWAY

The Board should be able to see exactly what each facility cost, what fund paid for it, and which costs are ongoing versus one-time.

EXECUTIVE OVERVIEW

Executive Summary: Funding 2021-2026 YTD

PVVR funding mix



Source	Amount	%
ARPA	$2,344,650.82	69.0%
Capital	$245,582.10	7.23%
General / Facilities	$807,723.52	23.77%

Fairgrounds funding mix



Source	Amount	%
ARPA	$1,041,356.70	34.73
Non-Capitalized Projects	$116,505.05	3.89%
Capital	$969,460.93	32.33%
General	$243,255.71	8.11%
Maintenance / Operational	$627,604.09	20.93%

ARPA Funds – COVID-19 American Rescue Plan Act Funds – Federal Government
Non-Capital, Capital, General, Maintenance/Operations Funds are General Funds

BOARD TAKEAWAY **ARPA and Capital funds carry the majority of project investment; General/Fund 1005 obligations increase as the facilities move into operations.**

Pleasant Valley Veterans Retreat

Year-by-year financial review, project funding, utilization and p-card summary 2021-2026.

PROJECTS	OPERATIONS	GUESTS SERVED
$2.59M	$807K	425

PVVR: Annual Financial Summary

Project and operating totals by fiscal year.

FY	ARPA	Capital	Operating, Maintenance, FTE's	Project Total- ARPA + Capital	Total Investment	Guests
2021	$0.00	$0.00	$0.00	$0.00	$0.00	0
2022	$37,753.38	$0.00	$0.00	$37,753.38	$37,753.38	0
2023	$1,995,820.93	$37,511.70	$29,524.88	$2,033,332.63	$2,062,857.51	47
2024	$289,349.00	$23,498.08	$203,044.40	$312,847.08	$515,891.48	185
2025	$21,727.51	$36,268.09	$269,941.24	$57,995.60	$327,936.84	119
2026	$0.00	$148,304.23	$305,213.00	$148,304.23	$453,517.23	74

BOARD TAKEAWAY

PVVR is largely a 2023 capital story, followed by the emergence of operating/General Fund support in 2024–2026.

PVVR: Project Funding Overview

ARPA PROJECT TOTAL
$2.31M
Fund 1117

CAPITAL PROJECT TOTAL
$242K
Fund 1007

Largest Project Category
Remodel

Project / category	Fund group	Fund Account	Amount
PVVR - Remodel	ARPA	1117	$1,737,163.01
PVVR - Wastewater System, Door Access, Window Blinds	ARPA	1117	$296,866.48
PVVR - Furniture for Admin. Bldg., Barracks and Cabins.	ARPA	1117	$179,668.87
PVVR - Web Development, Legal Services, Survey	Capital Improvements	1007	$104,688.04
PVVR - Design, Gate/Gabion Baskets, Chipseal, Solar Panel Install	Capital Improvements	1007	$137,347.42
PVVR - IT, Internet, Door Access	ARPA	1117	$62,232.26
PVVR - Project Roll-Offs	ARPA	1117	$37,846.08

BOARD TAKEAWAY **The largest PVVR project investment is the remodel; the funding story is mostly ARPA and Capital, with General/Facilities costs tied to operations.**

PVVR: 2021 Baseline

PROJECTS	OPERATIONS	P-CARD TRANSACTIONS	BOARD USE
$0	$0	0	Baseline
No source activity identified	No source activity identified	No PVVR p-card activity	Use as comparison year

- The uploaded PVVR summaries begin financial activity in 2022.

BOARD TAKEAWAY **Use 2021 as the baseline year since financial activity began in 2022.**

PVVR — 2022 Annual Financial Summary

Guest Served: 47

CAPITAL / PROJECTS

$37.8K

Project by source

OPERATIONS / MAINTENANCE

$0

Operating costs

2022 Annual Breakdown

Category	Amount / status	Notes
Operating costs	$0.00	No operating costs at this point
FTE / maintenance labor	2 FTEs noted by direction	Positions created for budget, not hired
Utilities	No water/electric/gas split in source	Utility invoices
Capital projects	$37,753.38 – ARPA	NESHAP Testing/Ice Chests/Lease Golf Carts
Funding sources	ARPA $37.8K | Capital $0 | General/Facilities $0	Fund code / line item shown in next slide
Credit card purchases	4 transactions | $2,020.28	Summarized by category

BOARD TAKEAWAY **PVVR 2022 activity represents early project.**

PVVR — 2022 Projects and Funding Source

PROJECT TOTAL
$37.8K
One-time/capital/project costs

ARPA
$37.8K
Fund 1117

CAPITAL / 1115
$0
Fund 1007

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
Early project / setup activity	ARPA / Fund 1117	$37,753.38	NESHAP Testing/Ice Chests/Lease Golf Carts
P-card support purchases – this is included in the $37K	Reclassified to ARPA (originally charted to GF Capital)	$2,020.28	Leasing Golf Carts/Buying Ice Chests
Operating costs	None identified	$0.00	No operating cost

BOARD TAKEAWAY

PVVR 2022 activity represents early project/setup.

PVVR — 2023 Projects and Funding Source

Guest Served: 47

PROJECT TOTAL
$2.03M
One-time/capital/project costs

ARPA
$2.00M
Fund 1117

CAPITAL
$37.5K
Fund 1007

GENERAL FUND
$29.5K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA-funded projects	ARPA / Fund 1117	$1,995,820.93	Remodel, wastewater, furniture, IT, roll-offs and related improvements
Capital fund expenses	Capital / Fund 1007	$37,511.70	Capital-funded support activity
General Fund expense	Facilities-Staff	$29,524.88	FTE's (part-time employee)
PVVR p-card transactions	Multiple funds (ARPA, Capital)	$65,612.71	60 transactions summarized by category

BOARD TAKEAWAY **PVVR 2023 is the major construction year; nearly all project dollars were ARPA, with a small Capital component.**

PVVR — 2023 Credit Card Summary – Summary by Category

TRANSACTIONS
60

TOTAL P-CARD AMOUNT
$65.6K
Net of charges

ARPA
$57.2K
Funded/reclassified ARPA

GENERAL FUND
$0
General/Fund 1005

Category	# Purchases	Total
Building Materials / Renovation Supplies	16	$24,577.27
IT / Internet / Communications	22	$15,146.85
Furniture / Décor / Window Coverings	17	$15,662.96
Kitchen / Laundry Appliances	1	$9,417.27
Other / Miscellaneous	2	$1,843.20
Credits / Corrections	2	($1,034.84)

$57.2K – ARPA (Kitchen cabinets/Kitchen Counters/Furniture/TV/IT Set-Up)

$8.4K – General Fund Capital (Keno Floors for Furniture/IT Domain Registration)

PVVR — 2024 Projects and Funding Source

Guest Served: 185

PROJECT TOTAL
$313K
Project/Capital Total

ARPA
$289.3K
Fund 1117

CAPITAL / 1115
$23.5K
Fund 1007

GENERAL FUND
$203K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA-funded projects	ARPA Fund 1117	$289,349.00	Earthquest Plumbing/Blinds/Microage Cloud
Capital fund expenses	General Capital Fund 1007	$23,498.08	Razor Thin Media ($22,700), phone bills
Operating / General	General Fund Facilities	$203,044.40	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
PVVR p-card transactions – 43 recorded transactions	Multiple funds	$14,825.94	Window coverings, IT/internet, household setup

Most the p-card transactions are included in the $289,349

BOARD TAKEAWAY

PVVR 2024 shows the shift from capital implementation to operations, with 185 guests recorded in the current summary.

PVVR — 2024 Credit Card Summary

TRANSACTIONS
43

TOTAL P-CARD AMOUNT
$14.9K

ARPA
$11.8K

GENERAL FUND
$2.3K
General/Fund 1005

Category	# Purchases	Total
Furniture / Décor / Window Coverings	6	$7,939.51
IT / Internet / Communications	18	$4,105.61
Bedding / Household Setup	15	$1,781.01
Building Materials / Renovation Supplies	2	$559.17
Office / Signage / Branding	1	$246.91
Event / Site Support	1	$193.73

PVVR — 2025 Projects and Funding Source

Guest Served: 119

PROJECT TOTAL
$58.0K
One-time/capital/project costs

ARPA
$21.7K
Fund 1117

CAPITAL
$36.3K
Fund 1007

GENERAL FUND
$270K
General Fund project support

Project / component	Funding source	Amount	Notes
Renovation / construction	ARPA	$21,727.51	SJ Anderson final project item – remainder of contract paid in next fiscal year
Roads / Capital / website	Capital	$36,268.09	Chipseal assistance and website activity
Operating / General	General / Facilities	$269,941.24	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
PVVR p-card transactions	General / Facilities	$5,556.03	6 transactions; bedding, furniture and electronics

All p-card transactions are charged to GF Operations

Golf Cart Purchase: $18,255.37 (Contract under $50K and charted to District 3 Constituent Funds)

BOARD TAKEAWAY
PVVR 2025 is primarily an operating year with utilities, janitorial, legal, website and maintenance-related support.

PVVR — 2025 Credit Card Summary

TRANSACTIONS
6

TOTAL P-CARD AMOUNT
$5.6K
Net of credit Carde

ARPA
$0

GENERAL FUND
$5.6K
General/Fund 1005

Category	# Purchases	Total
Furniture / Décor / Window Coverings	1	$4,088.06
Bedding / Household Setup	3	$880.85
IT / Internet / Communications	1	$475.22
Other / Miscellaneous	1	$111.90

PVVR — 2026 Annual Financial Summary

CAPITAL / PROJECTS

$148K

Project spend by source

OPERATIONS / MAINTENANCE

$305K

Utilities, legal, janitorial, pest control, software, vehicle, FTE's

Guest Served: 74

Annual breakdown

Category	Amount / status	Notes
Operating costs	$305,213.00	Utilities, legal, janitorial, pest control, software, vehicle, FTE's
Capital projects	$148,304.23	Chip Seal/Survey/Gabion Baskets/Razor Thin
Funding sources	Capital $148.3K | General/Facilities $305K	

BOARD TAKEAWAY

PVVR 2026 YTD includes capital and operating costs plus significant encumbrances that should be reviewed as future obligations.

PVVR — 2026 Projects and Funding Source

PROJECT TOTAL
$148.3K
One-time/capital/project costs

ARPA
$0
Fund 1117

CAPITAL
$148.3K
Fund 1007

Project / component	Funding source	Amount	Notes
Professional Services	1007 Capital	$2,000	Marketing
Professional Services	1007 Capital	$24,500	Survey
Capital Outlay Construction	1007 Capital	$51,450.01	Design – Multi-Use Facility/ADA Cabin
Capital Outlay Construction	1007 Capital	$54,957.74	Chipseal
Capital Outlay Construction	1007 Capital	$8,221.48	Gate/Gabion Baskets
Capital Outlay Construction	1007 Capital	$7,185.00	Solar Panel Install

BOARD TAKEAWAY

PVVR 2026 YTD includes capital and operating costs plus significant encumbrances that should be reviewed as future obligations.

PVVR: 2026 YTD Commitments and Encumbrances

Component	Vendor	Expenditures	Encumbrances	Total
Architecture & engineering	bws	$51,540.01	$198,693.99	$250,144.00
Janitorial services	JaniServ	$11,690.00	$204,976.00	$216,666.00
Legal services	Ballard Spahr LLP	$35,142.41	$37,121.30	$72,263.71
Wastewater system	Earthquest Plumbing	$10,762.91	$41,237.09	$52,000.00
Solar panel install	Garza Electric	$7,185.00	$33,215.00	$40,400.00
Utilities	Multiple	$29,470.48	$0.00	$29,470.48
Chipseal	Payson Concrete & Materials	$27,458.28	$653.70	$28,111.98
Survey	D2 Surveying	$24,524.00	$1,524.00	$26,048.00
Chipseal & fog coat	Gila County Staff - Journal Entries	$17,169.07	$0.00	$17,169.07
Pest control	Atomic Pest Control	$4,800.00	$12,100.00	$16,900.00

BOARD TAKEAWAY **Architecture/engineering, janitorial services, legal, wastewater, solar, and chipseal items drive much of the 2026 commitment exposure.**

PVVR Credit Card Analysis

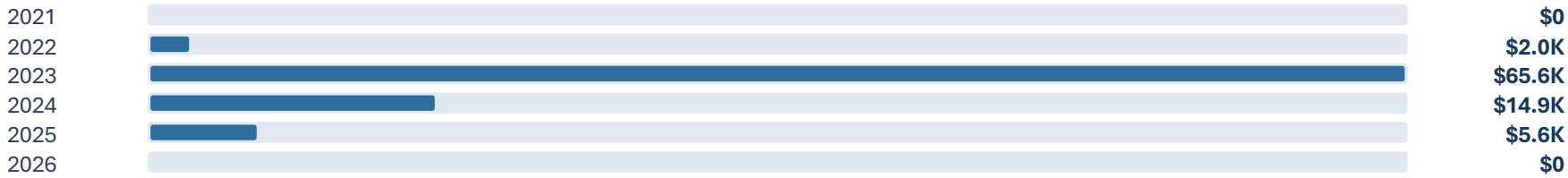
PVVR purchase categories.

PVVR P-CARD TOTAL	TRANSACTIONS
$88.1K	113

PVVR: P-Card Summary by Year and Fund

Year	# Purchases	Total	ARPA	Capital	General Fund	Other
2021	0	$0.00	$0.00	$0.00	$0.00	$0.00
2022	4	$2,020.28	$2,020.28	$0.00	$0.00	$0.00
2023	60	$65,612.71	$57,201.01	$8,411.70	$0.00	$0.00
2024	43	$14,825.94	$11,809.84	$804.01	$2,212.09	$0.00
2025	6	$5,556.03	$0.00	$0.00	$5,556.03	$0.00
2026	0	$0.00	$0.00	$0.00	$0.00	$0.00

PVVR p-card total by year



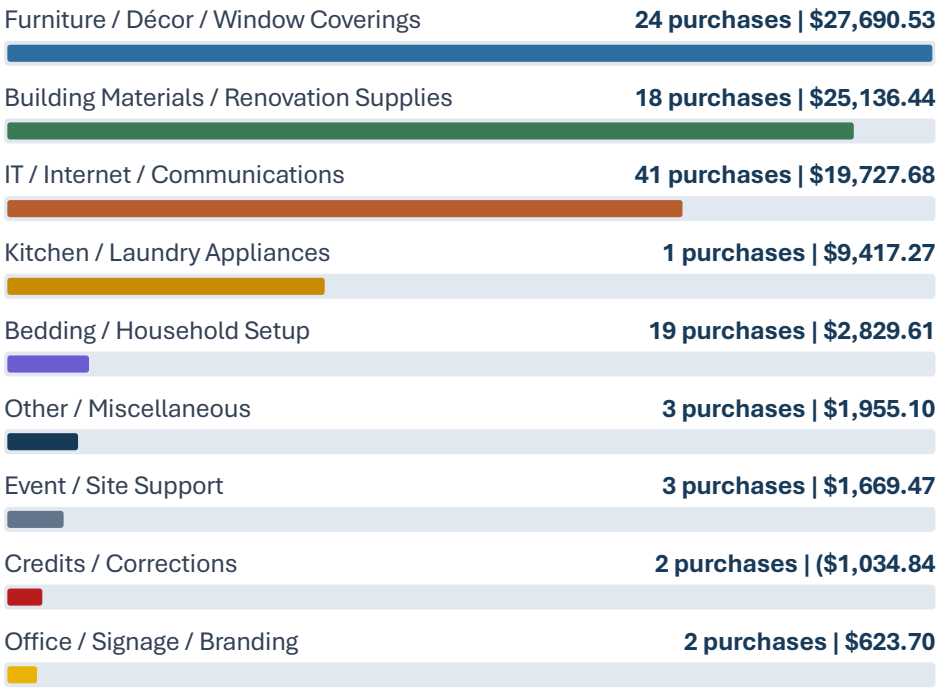
BOARD TAKEAWAY **PVVR p-card activity peaks in 2023, aligned with construction/setup activity; later years shift toward household setup and operations.**

PVVR: P-Card Summary by Category

Category	# Purchases	Total	ARPA	Capital	General Fund
Furniture / Décor / Window Coverings	24	$27,690.53	$16,999.31	$6,603.16	$4,088.06
Building Materials / Renovation Supplies	18	$25,136.44	$24,952.27	$0.00	$184.17
IT / Internet / Communications	41	$19,727.68	$16,596.48	$2,655.98	$475.22
Kitchen / Laundry Appliances	1	$9,417.27	$9,417.27	$0.00	$0.00
Bedding / Household Setup	19	$2,829.61	$167.75	$0.00	$2,661.86
Other / Miscellaneous	3	$1,955.10	$1,843.20	$0.00	$111.90
Event / Site Support	3	$1,669.47	$1,669.47	$0.00	$0.00
Credits / Corrections	2	($1,034.84)	($991.41	($43.43)	$0.00
Office / Signage / Branding	2	$623.70	$376.79	$0.00	$246.91

BOARD TAKEAWAY **The three largest categories are furniture/window coverings, building materials/renovation supplies, and IT/internet/communications.**

PVVR: P-Card Category Narrative



Examples of what is included

Category	Examples
Furniture / Décor	Furniture, blinds, tables, chairs, lamps
Building Materials	Cabinets, countertops, paint, drywall, fixtures
IT / Communications	TVs, Starlink, MTE, camera, mounts
Bedding / Household	Bedding, household items, laundry baskets
Appliances	Kitchen and laundry appliances

Gila County Fairgrounds

Year-by-year financial review, capital improvements, operating costs, revenue and events.

PROJECTS	OPERATIONS	REVENUE / EVENTS
$2.37M	**$628K**	**$109K / 432**

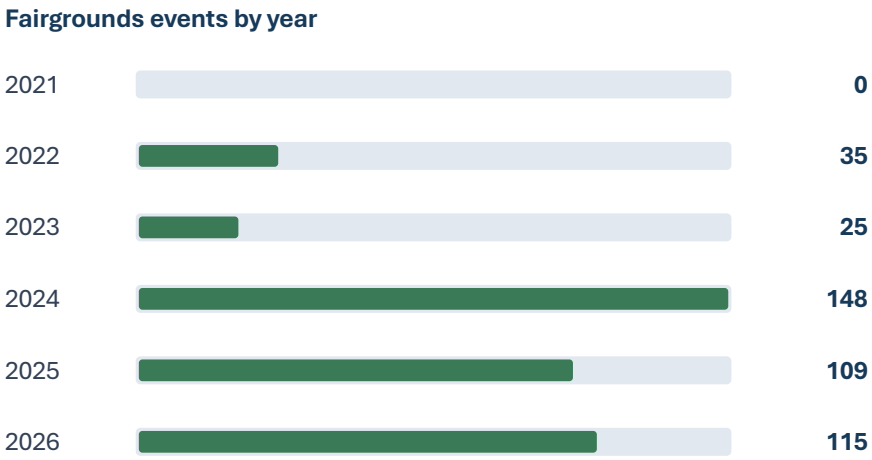
Fairgrounds p-card purchases are charged to the General Fund because the fairgrounds is a public facility open to all residents. In contrast, the Veterans Retreat serves only veterans and veteran family's where those purchases were charged across multiple funds

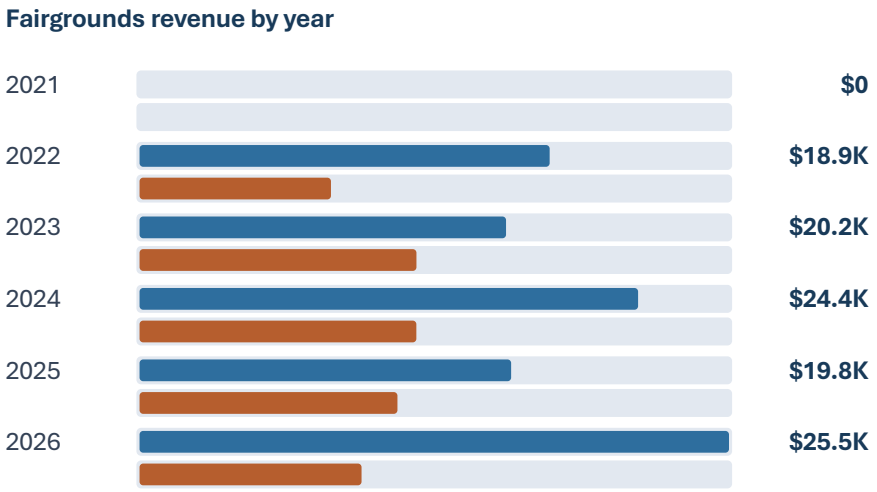
Fairgrounds: Annual Financial Summary

FY	ARPA	1115	Capital	General	Operations & Maintenance	Operations Total	Revenue	Events
2021	$0.00	$0.00	$0.00	$0.00	Unknown	$0.00	$0.00	0
2022	$37,865.00	$0.00	$0.00	$0.00	Unknown	$37,865.00	$18,899.25	35
2023	$723,644.40	$21,624.00	$0.00	$0.00	Unknown	$745,268.40	$20,215.00	25
2024	$209,704.21	$73,947.86	$43,580.65	$2,935.00	$80,916.30	$411,084.02	$24,361.00	148
2025	$70,143.09	$20,933.19	$398,313.31	$72,585.99	$240,542.57	$802,518.15	$19,778.00	109
2026	$0.00	$0.00	$527,566.97	$167,734.72	$306,145.22	$1,001,446,91	$25,495.00	115

BOARD TAKEAWAY **Fairgrounds spending is more diversified across ARPA, 1115, Capital, General and operating costs, with operating costs rising in 2025–2026.**

Fairgrounds: Revenue and Event Trend





BOARD TAKEAWAY

Events increased materially in 2024–2026, but annual revenue remains small relative to project and operating investment.

Fairgrounds: 2021 Baseline

PROJECTS	OPERATIONS	REVENUE	BOARD USE
$0	$0 / unknown	$0	Baseline Use as comparison year

BOARD TAKEAWAY Use 2021 as the baseline year unless Finance identifies additional prior-year costs.

Fairgrounds — 2022 Projects and Funding Source

PROJECT TOTAL
$37.9K
One-time/capital/project costs

ARPA
$37.9K
Fund 1117

CAPITAL / 1115
$0

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
Fairgrounds project costs	ARPA / Fund 1117	$37,865.00	Portable arena/fencing around grandstand
Operating / maintenance	Unknown	$0.00	Listed as unknown – no tracking
Revenue	RV/stalls + events	$18,899.25	35 events

BOARD TAKEAWAY

Fairgrounds 2022 project costs are known, but operating costs are listed as unknown in the current summary deck.

Fairgrounds — 2023 Projects and Funding Source

PROJECT TOTAL
$745K
One-time/capital/project costs

ARPA
$724K
Fund 1117

CAPITAL / 1115
$21.6K
Funds 1007 and 1115

GENERAL FUND
$0
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA projects	ARPA / Fund 1117	$723,644.40	Major project activity
Non-capitalized projects	Fund 1115	$21,624.00	Electrical assessment/improvements and conceptual design
Operating / maintenance	Unknown	$0.00	Expenses were not tracked at this time .
Revenue	RV/stalls + events	$20,215.00	25 events

BOARD TAKEAWAY

Fairgrounds 2023 spending is primarily ARPA and 1115/non-capitalized project activity; operating costs are still listed as unknown.

Fairgrounds — 2024 Annual Financial Summary

CAPITAL / PROJECTS

$330K

Project spend by source

OPERATIONS / MAINTENANCE

$81K

Operating costs in source

EVENTS / REVENUE

148 / $24.4K

Events and revenue from current Fairgrounds summary

Annual breakdown

Category	Amount / status	Notes
Operating costs	$80,916.30	New FTE, maintenance, utilities
Capital projects	$330,167.72	See project/funding slides
Funding sources	ARPA $210K | 1115 $73.9K | Capital $43.6K | General $2.9K	Funding sources for projects
Credit card purchases	Detail not provided	This is a data gap

BOARD TAKEAWAY

Fairgrounds 2024 shows a large increase in event count, plus first reported maintenance/operational cost detail.

Fairgrounds — 2024 Projects and Funding Source

PROJECT TOTAL
$330K
One-time/capital/project costs

ARPA
$210K
Fund 1117

CAPITAL / 1115
$118K
Funds 1007 and 1115

GENERAL FUND
$2.9K
General Fund project support

Project / component	Funding source	Amount	Notes
ARPA projects	ARPA / Fund 1117	$209,704.21	Improvement project activity
Non-capitalized projects	Fund 1115	$73,947.86	Electrical/project support, Design for Main Complex
Capital projects	Fund 1007	$43,580.65	Capital improvement activity – Land Use Contract Kimley Horn
General projects	Fund 1005	$2,935.00	Canyon Country design – Hiking Trail

BOARD TAKEAWAY

Fairgrounds 2024 shows a large increase in event count, plus first reported maintenance/operational cost detail.

Fairgrounds — 2025 Projects and Funding Source

PROJECT TOTAL
$562K
Capital/project costs

ARPA
$70.1K
Fund1117

Capital - 1115
$419K
Funds 1007 and 1115

Operations Maintenance
$240K
Operating costs

GENERAL FUND
$72.6K
General Fund

EVENTS / REVENUE
109 / $19.8K
Events and revenue

Project /Component	Fund Source	Amount	Notes
Capital Outlay/Construction	1117 ARPA	$70,143.09	Remaining Fairgrounds Restroom
Improvement/Other	1115 Non-Capital	$20,933.19	Fairgrounds Electrical Design
Capital Outlay/ Construction	1007 Capital	$118,963.71	Fairgrounds Roll Up Doors
Capital Outlay/ Construction	1007 Capital	$214,499.45	Fairgrounds Phase 1 Electrical
Capital Outlay/Land Acquisition Fairgrounds	1007 Capital	$61,555.15	Fairgrounds Land Assessment
Capital Outlay/Land Acquisition Fairgrounds Appraisal	1007 Capital	$3,295.00	Fairgrounds Land Appraisal
Rentals/Other	1005 General	$30,167.60	2024 Fair Equipment Rental
Repair and Maintenance	1005 General	$1,506.74	Exhibit Hall – Electrical Panel
Other Services	1005 General	$6,300.00	2024 Fair - Dirt Work
Repair and Maintenance Grounds – Grandstand Area	1005 General	$10,100.00	Fairgrounds Dirt Work
Professional Services	1005 General	$24,511.65	Go Kart Track Fencing

BOARD TAKEAWAY

Fairgrounds 2025 shows a step-up in capital, general project and operating support.

Fairgrounds — 2026 Projects and Funding Source

PROJECT TOTAL
$695K
One-time/capital/project costs

OPERATIONS / MAINTENANCE
$306K
Operating costs

CAPITAL
$528K
Funds 1007

GENERAL FUND
$168K
General Fund

Project / component	Fund Source	Amount	Notes
Capital Outlay/Buildings	1007 Capital	$513,614.00	Bleachers(2) and Mobile Stage
Capital Outlay/Other	1007 Capital	$10,744.77	Design Fairgrounds Rodeo Grounds
Capital Outlay/Land	1007 Capital	$3,208.20	Land acquisition Assessment
Rentals Other	1005 General	$32,866.16	2025 Fair – Generator Rental
Rentals Other	1005 General	$24,426.53	2025 Fair – Light Towers Rental
Improvements Other	1005 General	$49,920.00	New Sand – Rodeo Arenas
Improvements Other	1005 General	$48,972.00	Rodeo Arena Relocation
Professional Services	1005 General	$11,550.04	Access Control Multi Purpose Bld.

Events and Revenues: 115 Events/$25.5K Revenue

BOARD TAKEAWAY

Fairgrounds 2026 YTD is driven by Capital and General project costs.

Fairgrounds: Major Project List by Funding Source

Project / component	Fund group	GL account	Amount
Fairgrounds Improvements Phase 1 - Fairgrounds Restroom	ARPA	1117.105.105_4500.19	$576,585.30
Purchase of Bleachers (2) and Mobile Stage	Capital Inprovements	1007.201.201_4500.20	$513,614.00
Fairgrounds Improvements Phase 1 - Paving Behind Grandstands	ARPA	1117.105.105_4500.73	$262,974.54
Fairgrounds Electrical Project Phase 1	Capital Inprovements	1007.201.201_4500.20	$214,499.45
Fairgrounds Improvements Phase 1 - Fairgrounds Roll-Up Doors	Capital Inprovements	1007.525.870_4500.19	$118,963.71
Kimley Horn - Property Assessment-Fairgrounds Adjacent	Capital Inprovements	1007.101_4500.10	$94,844.00
Fairgrounds Improvements Phase 1 - Dirt Work for Arena	ARPA	1117.105.105_4530.99	$89,019.00
GH2-Fairgrounds Electrical Improvements	Non-Capitialized Projects	1115.101.101_4530.99	$79,015.05
New Sand for Arenas	General	1005.550.105_4530.99	$49,920.00
Rodeo Arena Relocaton	General	1005.550.105_4530.99	$48,972.00
Fairgrounds Improvements Phase 1 - Utility Roping Arena w/Return Alley	ARPA	1117.105.105_4530.99	$48,285.54
UR Generator Rental for 2025 Fair	General	1005.201.140_4290.99	$32,866.15

BOARDTAKEAWAY **The largest Fairgrounds items are the restroom project, bleachers/mobile stage, paving, electrical project and roll-up doors.**

End of Presentation – Q&A